

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: May 5, 2016

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): City Clerk

CONTACT PERSON: Eugene Van Cise PHONE: 213-978-1315

CONTRACT NO.: C-127428 COUNCIL FILE NO.: 13-0770

ADOPTED BY COUNCIL: 10/28/15

APPROVED BY BPW: 3/10/16
DATE

NEW CONTRACT X
AMENDED AND RESTATED ____
ADDENDUM NO. ____
SUPPLEMENTAL NO. ____
CHANGE ORDER NO. ____
AMENDMENT ____

CONTRACTOR NAME: Central Avenue Historic Business Improvement District

TERM OF CONTRACT: January 1, 2016 THROUGH: December 31, 2020

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

Administration of the Central Avenue Historic Business Improvement District.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

AGREEMENT TO ADMINISTER THE PROPERTY-BASED
BUSINESS IMPROVEMENT DISTRICT

AGREEMENT NO. _____

This Agreement ("Agreement") is entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT, a California nonprofit corporation ("Corporation"), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Central Avenue Historic Business Improvement District, for the purpose of conveying special benefits to parcels assessed as part of the Central Avenue Historic Business Improvement District, with reference to the following facts:

RECITALS

- A. On October 28, 2015, the Los Angeles City Council ("City Council"), acting pursuant to the Property and Business Improvement Act of 1994, Sections 36600, et seq., of the California Streets and Highways Code ("Act"), adopted City Ordinance No. 183952 ("Ordinance"), which established the Central Avenue Historic Business Improvement District ("District") and levied assessments on the parcels of real property within the District. (Council File No. 13-0770).
- B. The Assessments levied and collected by City shall be used only for the purposes set forth in said Ordinance, which incorporates by reference the Management District Plan, except for any City costs or expenses, which are charged to the District by City for administration of the District program.
- C. The services and activities to be performed by Corporation are of a supplemental nature, such that were it not for the establishment of the District, the supplemental services could not or would not be performed by City or by City employees, and such that the interests of City are better served by an agreement with the Corporation than by the performance or attempted performance of such supplemental services and activities by City.
- D. City currently intends that the level of services presently being provided by City in the area within the District ("baseline service level") will not be affected by the establishment of the District or the levying of assessments.
- E. The City Council has authorized the Los Angeles City Clerk ("City Clerk"), as Business Improvement District Program Coordinator, and subject to approval by the Los Angeles City Attorney, to execute and administer this Agreement for administration of the District program.
- F. Subsequent to adoption of said Ordinance by the Los Angeles City Council, and prior to the execution of this Agreement, Corporation has commenced tasks associated with this Agreement including, but not limited to, the purchase of insurance as required in Section 8.1, herein.

NOW, THEREFORE, City and Corporation in consideration of the recitals, mutual promises, covenants, agreements and representations set forth below, hereby promise, covenant, agree and represent as follows:

SECTION 1. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from January 1, 2016 to and including December 31, 2020, unless amended by mutual agreement of both parties through a written amendment to this Agreement.

SECTION 2. CORPORATION RESPONSIBILITIES

- 2.1. **PROGRAM IMPLEMENTATION AND OPERATION.** Corporation shall be fully responsible for developing, implementing, directing, and operating the District programs, improvements or activities as described in the Management District Plan set forth in Attachment 1, attached hereto and incorporated fully by reference. Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its non-profit status for the duration of this agreement.
- 2.2. **PROGRAM AND BUDGET REPORTS.** Corporation shall prepare and submit to the City Clerk quarterly activity reports and a planning report for each year for which Assessments are to be levied and collected by City. Corporation shall submit to the City Clerk various District program plans and reports, including the following:
 - A. **Planning Reports.** Corporation shall prepare and submit to the City Clerk a Planning Report for each fiscal year for which Assessments are to be levied and collected. The Planning Report shall be prepared in accordance with Section 36650 of the Act and shall contain all items required by said Section. The first Planning Report shall be submitted by November 1, 2016 and by November 1 of each subsequent fiscal year of District operations for which assessments are to be levied and collected. The District's "fiscal year" shall be from January 1 to and including December 31. These reports are subject to review, approval and or modification by the City Council.
 - B. **Quarterly Activity Reports.** Corporation shall submit quarterly activity reports. The report for January, February and March of each District operating year shall be submitted by April 30 of the subject year; the report for April, May and June by July 31 of the subject year; the report for July, August and September by October 31 of the subject year; and the report for October, November and December by January 31 of the subsequent year. The Quarterly Activity reports shall describe the status and progress of the various District programs, improvements and activities as described and referenced in the Management District Plan and subsequent Planning Reports. The Quarterly Activity Report shall be written in narrative summary form and include summary statistical and financial data.
- 2.3. **FINANCIAL STATEMENTS.** For each fiscal year, Corporation shall submit to the City Clerk a full disclosure financial statement covering the fiscal year with a Certified Public Accountant's review report. Corporation shall include with its financial statement a report of Corporation's activities, including but not limited to those activities listed in the Planning Report for that fiscal year. The first financial statement shall be submitted to the City Clerk by May 1, 2017, and by May 1 of each subsequent fiscal year.
- 2.4. **PROGRAM COORDINATION.** Corporation shall render services in accordance with the Management District Plan and the terms of this Agreement, and shall cooperate with the City Clerk in the execution of the Management District Plan and this Agreement.
- 2.5. **SUPPORT SERVICES.** Corporation assumes responsibility for the contracting for support services as required, and paying for all such direct and indirect expenses as may be necessary for the timely completion of work. Any obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District. In administering subcontracts as necessary for providing District programs, improvements or activities, Corporation shall comply with all applicable State, County and City laws and regulations.
- 2.6. **LIAISON WITH COMMUNITY.** Corporation shall maintain an ongoing liaison relationship with the community. Corporation's responsibilities encompass the following areas:

- A. **Public Meetings.** Corporation shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing by Corporation to all assessed property owners in the District. This meeting will be conducted at a location within the District, in order to allow the property owners to meet other District members as well as to familiarize themselves with Corporation, its functions and its officers. At these meetings District members shall have the opportunity to express to Corporation their desires and concerns relating to the District.
 - B. **Newsletters.** Corporation shall prepare a District newsletter to be produced on a quarterly basis, at a minimum, and shall distribute this newsletter to all assessed property owners in the District. Corporation may, at Corporation's option, provide the newsletter by standard mail or electronic transmission. The newsletter will be designed to facilitate and maximize the exchange of information between Corporation, City, and the members of the District. Each issue of the newsletter shall be submitted in duplicate to the City Clerk for reference.
 - C. **Other Events.** Corporation shall organize at their discretion other events and activities that involve District members and further the goals and objectives described in the Management District Plan.
- 2.7. **BUDGET.** Each program, improvement or activity specified in the Management District Plan, and as described in section 36622 of the Act, or the Planning Report, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Planning Reports were the best estimates of the cost of those programs, improvements or activities at the time those estimates were made. Deviations from those estimates may be anticipated. City and Corporation also agree that the programs, improvements and activities may not be completed within the year budgeted, given normal delays that can be expected in these types of programs. Corporation will use its best efforts to implement and complete all programs, improvements and activities specified in the Management District Plan. If Corporation decides to make any changes to the Management District Plan, Corporation will request City Council authorization to make said modifications pursuant to Sections 36635 and 36636 of the Act. In no event may Corporation spend more than the total amount budgeted in the Management District Plan for any given year, including delinquent payments, interest income, and rollover funds, without City Clerk or City Council approval.
- 2.8. **ASSESSMENT RECORDS.** Corporation shall maintain a complete database or other comprehensive listing, current to the most recent property tax year available, containing the following information: the Assessor Parcel Number and situs address of all parcels in the District; the name and address of the legal owner of each parcel; the amount of Assessment levied upon each parcel; the proportionate financial obligation of the Assessment levied upon each parcel, in relation to the entire District Assessment; and, the Assessment calculations for each parcel, including all variables used in the calculation of the Assessment. Said database shall be updated at least once each year during District operations to reflect changed conditions such as parcel consolidation and to accurately reflect the status of the assessed individual parcels as provided in the Management District Plan. The City Clerk may, at the City Clerk's discretion, provide assistance in compiling or correcting assessment data or information relative to properties in the District; however, the City Clerk shall in no way be obligated to prepare, produce or correct such data or information. Corporation agrees to make such District data available at the Corporation's office for inspection by property owners in the District during regular business hours.
- 2.9. **ANNUAL ASSESSMENT PREPARATION.** Beginning June 1, 2016, and by June 1 of each subsequent fiscal year, Corporation shall supply the City Clerk with Assessment data for placement on the Los Angeles County Assessor tax roll for the subsequent tax year, in a format to be prescribed by the City Clerk. The Assessment data shall include the following: Assessor Parcel Numbers of all parcels in the District; the amount of Assessment to be levied upon each parcel;

exemption documentation acceptable to the City Clerk, the Assessment calculations for each parcel, including all variables used in the determination of the Assessment, and other information which the City Clerk may require. Any corrections or adjustments to the annual assessment transmittal, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Corporation. Upon request of the City Clerk, Corporation hereby agrees to promptly complete a written request for an investigation of discrepancies and make all reasonable efforts to obtain additional related documentation. If City agrees, any errors caused by City in transmitting or calculating Corporation supplied data will result in an immediate correction and re-transmission by City.

SECTION 3. CITY RESPONSIBILITIES

The City Clerk may assist with the resolution of any discrepancies in individual Assessment amounts, calculations or benefits. The City Clerk reserves the right to:

- A. Make reasonable efforts to effect the timely collection of the annual assessment, including City assessments and direct billed assessments;
- B. Make reasonable efforts to pursue delinquent assessments and remit such assessments to Corporation, including interest and penalties subject to City's right to recover costs for pursuing such assessments;
- C. Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies;
- D. Conduct reviews of existing primary data; verify Assessment data as compiled by any consultant or subcontractor hired by Corporation; perform field or site inspections to verify the accuracy of existing or secondary data, or to substantiate a claim made by a property owner subject to assessment in the District, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate;
- E. Direct the Corporation to recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- F. Recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- G. Any of the actions by the City Clerk mentioned in this Section may require a written request from Corporation to conduct the investigation; additional related documentation, such as a written request from the affected property owner, may also be required. All City Clerk costs associated with such supplemental investigations may be recovered from the District Assessments collected, subject to existing or future City policies and procedures regarding recoverable costs and expenses. Such costs will be in addition to those costs set forth in Sections 6.1 through 6.4 of this Agreement.

SECTION 4. AVAILABILITY OF DOCUMENTS

The designs, plans, reports, files, invoices, investigations, materials, and documents prepared or acquired by or for Corporation pursuant to this Agreement (including any duplicate copies) shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due

diligence in providing for the secure storage of all such materials and to provide copies for official City records upon request from the City Clerk.

SECTION 5. DISBURSEMENTS

- 5.1. Based upon the annual assessments as listed in the Management District Plan or Planning Reports, and with the exception of recoverable City costs and net of any County charges or supplemental City service fees, loans or advances, City shall disburse to Corporation the actual revenues received from District assessments. Assessment revenues shall be disbursed to the Corporation by City periodically throughout each year as close to the time City receives such revenues from the County.
- 5.2. The City Clerk will notify Corporation of the amount of funds available within twenty (20) business days of the date of receipt of a transmittal of funds to City from the County of Los Angeles, or the receipt of funds through the direct billing by City of public agencies or other entities. Corporation will deliver an invoice to the City Clerk requesting such funds. The City Clerk agrees to pay Corporation the amount due Corporation within twenty (20) business days of receiving said invoice, subject to Corporation's compliance with Section 2 of this Agreement and except in the case of circumstances beyond the control of the City Clerk. City shall not be responsible for delays in disbursements to Corporation due to delays in funds transmittals by County or payment delays by other public entities, organizations or agencies.
- 5.3. The City Clerk will notify Corporation of the amount of delinquent assessments and penalties, if any, that have been collected and are available to Corporation for the improvements and activities. Corporation will invoice City for the amount of delinquent assessments. The City Clerk agrees to pay Corporation the amount due to Corporation within ten (10) business days of receiving the invoice for the delinquent assessments that have been recovered, subject to Corporation's compliance with its responsibilities under provisions of this Agreement and except in the case of circumstances beyond the control of the City Clerk. The City Clerk will so notify Corporation of these assessments when the amounts collected exceed five hundred dollars (\$500).
- 5.4. The City Clerk may withhold either all or some portion of the actual revenues received from assessments, if the City Clerk finds that Corporation is not properly administering the budget in accordance with the Ordinance, Planning Report, and Subsections 2.2, 2.3, 2.6 (A) & (B), 2.8 (insofar as it requires Corporation to create a budget and expend funds pursuant to this Agreement, the Management District Plan, and the Planning Report, and in compliance with the Act). The City Clerk will notify Corporation and set forth the specific problems and issues relative to the Corporation's failure to properly implement the improvements and activities stated in Section 2 of this Agreement, the Ordinance, Management District Plan, and Planning Report. The City Clerk and Corporation will immediately attempt to cure the problems if, at the City Clerk's discretion, a cure is appropriate. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City Clerk and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent with California Streets and Highways Code, Section 36670 or other applicable law, or to invoke other appropriate remedies, including termination of this agreement.
- 5.5. If the Corporation is dissolved, dissolves itself, or no longer has non-profit status, prior to or upon the expiration of this Agreement, any unexpended monies will be immediately transmitted to City for distribution as described in Section 10 of this Agreement. Corporation will immediately notify the City Clerk of any such change in corporation status.

SECTION 6. COSTS AND EXPENSES

- 6.1. **RECOVERABLE COSTS.** The recoverable City costs associated with the District's billing, account maintenance, program and report reviews as well as liaison activities, assistance to the Corporation and general administration, will be reimbursed to City. City shall deduct recoverable City costs from the District's special fund. Such costs may be withheld by the City Clerk prior to making any distribution of funds to Corporation.
- A. The recoverable City costs are reimbursable from the assessment revenues each year of the District's operation. The reimbursable direct costs and expenses include salaries, general expenses and the District's share of required program equipment costs. The recoverable City costs are three percent (3%) of the total annual assessments, plus an additional one percent (1%) for departmental costs associated with the direct billing of BID stakeholders, if applicable. For the first fiscal year estimated recoverable costs will be \$17,482.88.
- B. The amounts and categories of allowable recoverable or reimbursable City costs are subject to existing or future City policies and procedures regarding recoverable costs and expenses, and remain subject to review and action by the City Council. In no event will a change in policies or procedures be imposed on the Corporation during a current fiscal year, such that the charge would require additional funds to be paid to City. Any such change shall be made through a written amendment to this Agreement, consistent with Section 22 ("Amendment") below.
- 6.2. **STANDARD CITY FEES.** All standard City fees, including but not limited to, fees or service charges for reproduction or transmittal requests or for the generation of real property or business ownership lists, reports or specific documents, may be applied to requests by Corporation. Such fees are in addition to the estimated costs and fees in Sections 6.1, 6.3 and 6.4 of this Agreement.
- 6.3. **SUPPLEMENTAL CITY FEES.** Supplemental fees may be charged to Corporation by City to cover the additional costs incurred for specialized services, including but not limited to: researching and compiling data; preparing specialized types of reports specific to the needs of the Corporation; and performing site inspections as described in Section 3.2. of this Agreement. Corporation may request the performance of all such specialized services in writing. If City determines to proceed with said request, City shall notify the Corporation of any applicable fees prior to performing the specialized service requested. City may initiate such special services to resolve discrepancies or assessment benefit problems. City will notify Corporation thirty (30) days prior to initiating such services in order to allow the Corporation to resolve the need for such specialized services. If notice is not given but City does conduct specialized services, the cost of those specialized services will be borne by the City. Such fees shall be deducted from the Assessments collected or shall be paid in advance by the Corporation, at the City Clerk's discretion and are in addition to costs and fees set forth in Sections 6.1, 6.2 and 6.4 of this Agreement.
- 6.4. **LOS ANGELES COUNTY FEES.** All fees and costs charged to City by the County of Los Angeles for processing or adjusting Assessments or Assessment data, including, but not limited to District report preparation fees, supplemental billing fees and technical, research or systems expenses, shall be deducted from Assessments collected. Such fees are in addition to the costs and fees shown in Sections 6.1 through 6.3 of this Agreement.

SECTION 7. RETENTION OF RECORDS, AUDIT AND REPORTS

- 7.1. In accordance with generally accepted accounting principles, Corporation shall maintain full and complete records of activities and services performed under this Agreement, in their original form.

Such records shall be open to the inspection of City and City may audit such records. Corporation agrees to keep all such records on file in a secure location for a minimum of three (3) years subsequent to the expiration of this Agreement.

- 7.2. The records maintained by Corporation shall include, but shall not be limited to, all invoices and receipts for District related expenditures incurred and must include supporting documentation for the activities or programs described in the District budget or Management District Plan. City reserves the right to perform a contract compliance audit at least once annually. Corporation shall provide any records or reports requested by the City regarding performance of this Agreement. Corporation agrees to keep all receipts and other supporting documents available for inspection and as specified in Section 7.1 of this Agreement.

SECTION 8. INSURANCE

8.1. General Conditions

- B. During the term of this Agreement and without limiting Corporation's indemnification of the City, Corporation shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Corporation but not less than the amounts and types listed on Form General 146 (Rev. 03/09) (attached hereto as Exhibit 1). Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 (Rev. 03/09) (included in Exhibit 1) and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, Contractor's insurance is not expected to respond to claims, which may arise from the acts or omissions of the City.

8.2 Modification of Coverage

- A. City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Corporation ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Corporation due to market-wide unavailability of coverage, City agrees to negotiate additional compensation proportional to the increased benefit to City.

8.3. Failure to Procure Insurance

- A. All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by Corporation. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Corporation's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

- B. Within the foregoing constraints, Corporation's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

8.4. Workers' Compensation

- A. By signing this Agreement, Corporation hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
- B. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

SECTION 9. NOTICES

9.1. Notice to the parties shall, unless otherwise requested in writing, be sent in duplicate to:

City: Miranda Paster, Division Manager
Neighborhood and Business Improvement District Division
Office of the City Clerk
200 North Spring Street, Room 224
Los Angeles, California 90012

Phone (213) 978-1099 / Fax (213) 978-1130

Corporation: Vivian Bowers, Chair
Central Avenue Historic BID
c/o The 9th District Constituent Service Center
4301 S, Central Ave
Los Angeles, CA 90011

Phone (323) 230-7070/ Fax (323) 230-7171

- 9.2. Any notice, report, newsletter or other communication required or prepared pursuant to this Agreement shall be deemed to be properly transmitted when delivered via messenger or deposited in the United States mail for delivery to the parties listed above. Changes to the address of any of the parties may be accomplished for purposes of this Agreement by providing written notice of such change via the United States mail.

SECTION 10. REVENUES AND ASSETS OF THE DISTRICT

In the event the District is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be refunded in the manner described in Section 36671 of the Act.

SECTION 11. CONFLICT OF INTEREST

- 11.1. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which may create District-related conflict of interest. In particular, Corporation's Board of Directors and the District's Executive Director must disclose any material financial interest they have in any matter coming before them for decision. Any Board member, Executive Director or employee shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.
- 11.2. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities, information or assistance related to the District's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide those services discussed in Section 2 of this Agreement to any other BID unless the bylaws of both Corporations are amended to permit the provision of such services.
- 11.3. Corporation, in carrying out the improvements and activities as set forth in the Management District Plan or the Planning Reports, should encourage local businesses within the boundaries of the District and within the City of Los Angeles to submit proposals for those services needed by Corporation to implement the improvements and activities. Board Members of Corporation and the Executive Director of the District shall not be precluded from submitting proposals for these services.

SECTION 12. ASSIGNMENT

- 12.1. Corporation covenants and agrees that it will not assign or transfer its rights, including the right to payment, under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City.
- 12.2. Any attempt by Corporation to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

SECTION 13. GENERAL FUND NOT LIABLE

- 13.1. Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected District Assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts or revenues.
- 13.2. This Agreement embodies all of Corporation's reimbursement rights and no further note or other document shall be required to be executed by City.

SECTION 14. CORPORATION NOT AGENT OF CITY

Neither Corporation or any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

SECTION 15. TERMINATION

- 15.1. City may terminate this Agreement for City's convenience at any time by giving Corporation thirty (30) days written notice thereof. Upon receipt of said notice, Corporation shall immediately take

action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. City shall pay Corporation its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Corporation to effect such termination. Thereafter, Corporation shall have no further claims against City under this Agreement.

- 15.2. City shall also have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance, or other violations of law have occurred in connection with the management of the District. City retains the right to immediately commence disestablishment proceedings in accordance with Streets and Highways Code Section 36670, which states in pertinent part that "[a]ny district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council... [i]f the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment." Cal Sts & Hy Code § 36670(a)(1). In addition, City may seek all other available appropriate remedies pursuant to law. Corporation will have 10 days to respond in writing to City's notice of suspension and begin a dispute resolution process.
- 15.3. Further notwithstanding the foregoing, if Corporation ceases to be a non-profit or if a federal or state proceeding for relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors, then City may immediately terminate this Agreement.
- 15.4. In the event City terminates this Agreement as provided in this section, City may procure upon such terms and in such manner as City may deem appropriate, services similar in scope and level of effort to those terminated, and Corporation shall be liable to City for all its costs and damages, including, but not limited to, any excess costs for such services.
- 15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, including the Management District Plan, the Ordinance, or the Act shall become City property upon date of such termination.
- 15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION 16. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

SECTION 17. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Corporation. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

SECTION 18. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of

America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California. Corporation shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

SECTION 19. TIME OF EFFECTIVENESS

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- A. This Agreement has been signed on behalf of the Corporation by the person or persons authorized to bind the Corporation hereto;
- B. This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form;
- D. This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the board, officer or employee authorized to enter into this Agreement.

SECTION 20. INTEGRATED CONTRACT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 22 hereof.

SECTION 21. AMENDMENT

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

SECTION 22. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

SECTION 23. WAIVER

A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's

performance after the other party's default shall not be construed as a waiver of that default.

SECTION 24. INDEPENDENT CONTRACTOR

The Corporation is acting hereunder as an independent contractor and not as an agent or employee of the City. The Corporation shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

SECTION 25. PERMITS

The Corporation and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Corporation's performance hereunder and shall pay any fees required therefor. Corporation certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

SECTION 26. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Corporation shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Corporation shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Corporation shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The Corporation shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Corporation relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Corporation to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Corporation to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Corporation's Agreement with the City.

SECTION 27. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

The Corporation represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Corporation shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

SECTION 28. BONDS

Duplicate copies of all bonds which may be required hereunder shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.5.

SECTION 29. INDEMNIFICATION

29.1.1 INDEMNIFICATION OF CORPORATION BY CITY. City undertakes and agrees to defend, indemnify, and hold harmless Corporation and any of its Boards, Officers, Agents, Employees,

Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising from the active negligence or willful misconduct incident to the performance of this Agreement by the City or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

29.1.2 INDEMNIFICATION OF CITY BY CORPORATION. Corporation undertakes and agrees to defend, indemnify, and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner incident to the performance of this Agreement by the Corporation or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

SECTION 30. AMERICANS WITH DISABILITIES ACT

Corporation hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Corporation will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Corporation will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Corporation, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

SECTION 31. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Corporation to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Corporation's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, Corporation pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

SECTION 32. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Corporation certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

SECTION 33. WARRANTY AND RESPONSIBILITY OF CORPORATION

Corporation warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances.

SECTION 34. SIGNATURE AUTHORITY

The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

SECTION 35. STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

(Signature page follows)

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IN WITNESS WHEREOF, this Agreement is duly executed by THE CITY OF LOS ANGELES and CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT for administration of the Central Avenue Historic Business Improvement District on behalf of the parties to this Agreement.

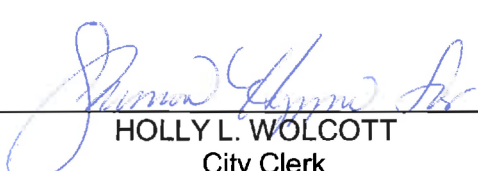
CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Office of the City Clerk

CORPORATION:

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT, a California non-Profit corporation

By: _____


HOLLY L. WOLCOTT
City Clerk

Date: _____

5/4/16

By: _____

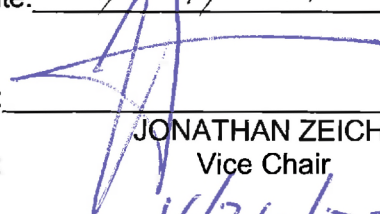

VIVIAN BOWERS
Chair

Its: _____

Date: _____

4/27/2016

By: _____


JONATHAN ZEICHNER
Vice Chair

Its: _____

Date: _____

4/26/2016

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____


Deputy City Attorney

Date: _____

5-3-16

ATTESTATION:

HOLLY L. WOLCOTT, City Clerk

By: _____


Deputy

Date: _____

5/5/16

Council File No. 13-0770



STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Required Insurance and Minimum Limits

Name: Central Avenue Historic Business Improvement DistrictDate: 01/25/2016Agreement/Reference: Agreement to Administer the Property-Based Business Improvement District

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** \$2,000,000
☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☒ General Aggregate Limit of \$2 million / Per Occurrence \$1 million
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions)
Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Directors and Officers Liability Coverage is required with minimum limits of \$1 million



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT

DATE (MM/DD/YYYY)

04/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IOA 825 Colorado Blvd. Suite 215 Los Angeles CA 92656	CONTACT NAME: Molly Johansing PHONE (A/C, No, Ext): 6262439135 E-MAIL ADDRESS: molly.johansing@ioausa.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Central Avenue Historic Business Improvement District 4301 S. Central Avenue Los Angeles CA 90011	NAIC # 18058

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	PHPK1483689	04/15/2016	04/15/2017	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000				
			MED EXP (Any one person) \$5,000				
			PERSONAL & ADV INJURY \$1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY	Y	Y	PHPK1483689	04/15/2016	04/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	Y	Y	PHUB537769	04/15/2016	04/15/2017	EACH OCCURRENCE \$1,000,000
	EXCESS LIAB						AGGREGATE \$1,000,000
	DED ☒ RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	N	PHPK1483689	04/15/2016	04/15/2017	Per Claim/Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
200 North Main Street
City Hall East, Suite 1240
Los Angeles CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

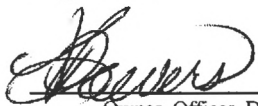
AUTHORIZED REPRESENTATIVE
Molly Johansing

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City of Los Angeles
Request for Waiver
Workers' Compensation Insurance Requirement

BusinessLegal Name: CENTRAL AVENUE HISTORIC BUSINESS DISTRICTAddress: 90 THE 9TH DISTRICT CONSTITUENT SERVICE CENTER
4301 S. CENTRAL AVE
LOS ANGELES, CA 90001Legal Form ☐ Sole Proprietor ☐ Limited Partnership ☐ General Partnership ☐ Corporation
☐ Business Trust ☐ Limited Liability Company ☐ Other: SOL (C) (3)Contact Person (Name and Telephone): VIVIAN BOWERS 323-230-7070**City Reference**City Agency City Clerk Contact Name/Telephone Eugene Van Cise 213-978-1315Document Reference: Central Avenue Historic BID Any work performed on City Premises? ☐ Yes ☒ No
(bid, contract, job no., location, etc.)Nature of work to be performed for City: Administration of the Central Avenue Historic BID**Declaration:**

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the City of Los Angeles harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Los Angeles waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature

Owner, Officer, Director, Partnership or other Principal

Risk Management Approval:CHAIR
TitleFebruary 18, 2016
Date

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that CENTRAL AVENUE HISTORIC BUSINESS DISTRICT will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

LOS ANGELES, LOS ANGELES, CA
City/County/State

February 18, 2016
Date

CENTRAL AVENUE HISTORIC BUSINESS DISTRICT - 4301 S. CENTRAL AVE
LOS ANGELES, CA 90011

Name of Business

Address

[Signature]

Signature of Authorized Officer or Representative

VIVIAN BOWERS

Print Name

CHAIR

Title

323-230-7070

Telephone Number

LWO – DEPARTMENTAL DETERMINATION FORM**REQUIRED DOCUMENTATION FOR ALL CONTRACTS**

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the **AWARDING DEPARTMENT** and submitted to the Office of Contract Compliance **AFTER THE CONTRACT HAS BEEN EXECUTED**. **INCOMPLETE SUBMISSIONS WILL BE RETURNED**. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO				
Dept: <u>City Clerk</u> Contract Administrator: <u>Eugene Van Cise</u> Contact Phone: <u>213-978-1315</u> MS# <u>159</u>				
CONTRACT INFO				
Contractor Name: <u>Central Avenue Historic Business Improvement District</u>		Contract # _____		
Contractor Address: <u>4301 S. Central Avenue</u>		City: <u>Los Angeles</u>	State: <u>CA</u> Zip: <u>90011</u>	
Project/Contract Name: <u>Central Avenue Historic Business Improvement District</u>				
Purpose of Contract: <u>Administration of the Central Avenue Historic Business Improvement District</u>				
Contract Amount: \$ <u>N/A</u>		Term: Start Date <u>01/01/16</u>	End Date <u>12/31/20</u>	
SECTION I: DETERMINING APPLICABILITY TO LWO				
1 Check off ONE box that best describes the contract, then Continue to #2: This is a ☒ New Contract ☐ Contract Amendment				
2 If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.				
3 If you checked off "Contract Amendment" Please answer the following questions about the original contract:				
a Was the original contract subject to the LWO?		☐ Yes ☐ No		
b Was the original contract approved for an exemption?		☐ Yes ☐ No If YES, please note what type of exemption it received: _____		
4 If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC. If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.				
5 Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6 :				
These are contracts NOT SUBJECT, NOT APPLICABLE to LWO:		These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO:		
PART A		PART B	PART C	PART D
☐ Service contract that is less than 3 months OR \$25,000 or less ¹	☐ Service contract that is at least 3 months AND over \$25,000.	☐ Public leases or licenses	☐ City Financial Assistance Recipient (CFAR) ⁷	
☐ Other governmental entity ²				
☐ Purchase or rental of goods, equipment, property ³				
☐ Construction contract ⁴				
☒ Funded by Business Improvement District (BID) assessment money ⁵				
☐ Financial assistance is below both LWO CFAR thresholds: ⁶ (a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).				
6 If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.				
7 If you checked off a box in Part B or C, SKIP TO #9.				
8 If you checked off the box in Part D, SKIP TO #13.				
9 If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.				YES NO
a Are some of the services rendered by employees whose work site is on property owned by the City?				☐ ☐
b Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?				☐ ☐
c Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?				☐ ☐
d Has the DAA determined in writing that coverage would further the proprietary interests of the City?				☐ ☐
10 If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, continue to #11.				
11 You DID NOT check off ANY boxes in the YES column. This contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.lacity.org/index.cfm?next=ee&next_body=div_occ_lwo_forms.cfm , then Continue to #12.				
12 Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. If NO, Continue onto SECTION IV.				
13 Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.				YES NO
a Does the agreement intend to promote economic development?				☐ ☐
14 If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.				
15 Answer the following questions to determine whether the CFAR is subject to the LWO:				YES NO
a Is the Financial Assistance given in a 12-month period and above \$1 Million?				☐ ☐
b Is the Financial Assistance \$100,000 or more on a continuing basis?				☐ ☐
16 If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.				

**CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the American with Disabilities Act 42 U.S.C. 1201 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parted entered into this transaction.

Contract NUMBER _____

CENTRAL AVENUE HISTORIC BID

CONTRACTOR/BORROWER/AGENCY

VIVIAN BOWERS, CHAIR
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

EXHIBIT 5

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: ADMINISTRATION OF THE CENTRAL AVENUE HISTORIC BID

RFB/RFQ/RFP # (if any):

Date RFB/RFQ/RFP Released:

Procuring Dept.: CITY CLERK

Mail Stop #: 159

Name of Dept. Contact: EUGENE VAN CISE

Phone: (213) 978-1315

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: CENTRAL AVENUE HISTORIC BUSINESS DISTRICT

Company Address: 4301 SOUTH CENTRAL AVENUE

City: LOS ANGELES

State: CA

Zip: 90011

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

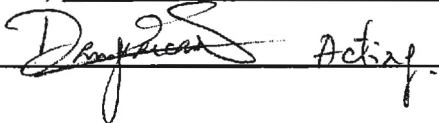
The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 3/7/16.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and Service Contracts

☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Tom Dam Phone (213) 847-2408

DAA Representative Signature  Acting Date 3/7/16

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

CENTRAL AVENUE HISTORIC BUSINESS DISTRICT

4301 S. CENTRAL AVE., LOS ANGELES, CA 90011

323-230-7070

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

CITY CLERK

Awarding City Department

Contract Number

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<u>CITY CLERK</u>	<u>EUGENE VANCISE</u>	<u>213-978-1315</u>
City Department/Division Awarding Contract	City Contact Person	Phone
<u>ADMINISTRATION OF THE CENTRAL AVENUE HISTORIC BID</u>		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

<u>CENTRAL AVENUE HISTORIC BUSINESS DISTRICT</u>			
Bidder/Proposer Business Name			
<u>4301 S. CENTRAL AVE</u>	<u>L.A.</u>	<u>CA</u>	<u>90011</u>
Street Address	City	State	Zip
<u>VIVIAN BOWERS, CHAIR</u>	<u>323-230-7070</u>	<u>323-230-7171</u>	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

<u>VIVIAN BOWERS, CHAIR</u>	<u>[Signature]</u>	<u>February 18, 2016</u>
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 7/15/2015 State of incorporation: CA

List the corporation's current officers.

President: VIVIAN BOWERS

Vice President: Jonathan Ziechner

Secretary: GRANT SUNOO

Treasurer: Dani Shaker

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 0 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☒ No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☒ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

VIVIAN BOWERS, CHAIR
Print Name, Title

[Signature]
Signature

February 18, 2016
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

* / 13153

EXHIBIT 6

EBO WAIVER

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EEOE Received

MAR 05 2016

EQUAL BENEFITS ORDINANCE AWARDDING AUTHORITY REQUEST FOR WAIVER

Company Name: CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT Phone: 323-236-7676
Company Address: 4301 S. CENTRAL AVE.
City: LOS ANGELES State: CA Zip: 90011 EIN/TIN 47-4551101
Contract Number (if any): _____
Contract Term - Start Date: JANUARY 1, 2016 End Date: DECEMBER 31, 2020
Contract Amount: N/A
Type of Service: ADMINISTRATION OF THE CENTRAL AVENUE HISTORIC BID

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

BUSINESS IMPROVEMENT DISTRICTS ARE EXEMPT PER EBO REGULATION 4B(1)(9)

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: EUGENE VAN CISE Title: MANAGEMENT ANALYST II
Department: CITY CLERK Phone: 213-978-1315
Signature: [Signature] Date: 3-7-16

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY	
☐ Not Approved. (See attached memorandum for explanation.)	
☒ Approved based on code section(s): <u>10.8.2.1(1)(2)(a) - INVESTMENT OF TRUST MONIES</u>	
Analyst: <u>[Signature]</u>	Date: <u>3/10/16</u>

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement CITY CLERK Department Contact Person EUGENE VAN CISE

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, VIVIAN BOWERS, am authorized to bind contractually the Company identified below.
PI# 323-230-7070
- Information about the Company entering into a Contract with the City is as follows:

<u>CENTRAL AVENUE HISTORIC BUSINESS DISTRICT</u>	<u>4301 S. CENTRAL AVE</u>	<u>LOS ANGELES</u>	<u>CA</u>	<u>90011</u>
Company Name	Street Address	City	State	Zip
- Has the Company submitted the SDO Affidavit previously? ☒ NO ☐ YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- The Company came into existence in 2015 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on February 18, 2016 at Los Angeles, CA
 (Date) (City) (State)
 Signature: [Signature] Title: CHAIR

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER

TITLE

E-MAIL

PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 18 day of February in the year 2016, at Los Angeles, CA.
(CITY) (STATE)

CENTRAL AVENUE HISTORIC BUSINESS DISTRICT
COMPANY NAME

213-230-7070
TELEPHONE/E-MAIL

[Signature]
AUTHORIZED SIGNATURE

1301 S. CENTRAL AVE
ADDRESS

VIVIAN BOWERS, CHAIR
NAME AND TITLE (TYPE OR PRINT)

LOS ANGELES CA 90011
CITY, COUNTY, STATE, ZIP

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CENTRAL AVENUE HISTORIC BUSINESS DISTRICT

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☒ Exempt payee

Address (number, street, and apt. or suite no.)
4301 S. CENTRAL AVE

City, state, and ZIP code
LOS ANGELES CA 90011

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
47 4551101

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

[Signature]

Date ▶ *February 18, 2016*

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FIRST SOURCE HIRING ORDINANCE (FSHO)



FORM: FSHO-D
CITY OF LOS ANGELES

Departmental Determination Form

Awarding Departments may use this form to help determine whether the Prime Contractor is subject to the FSHO or eligible for an exemption. Please note that this form is for determination purposes only and should not be submitted to OCC.

1. Will this be for a construction contract for a public work or improvement?
☐ YES – Contract is not subject to the FSHO. FSHO language does not need to be in RFP/RFQ/RFB. No documentation is required to be submitted to the Office of Contract Compliance (OCC).
☒ NO – Contract may be subject to the FSHO. FSHO language must be included in the RFP/RFQ/RFB – **PROCEED TO QUESTION #2.**
2. Will the contract call for the contractor to primarily furnish services to or for the City, OR is a lease/license/purchase agreement with a service component?
☒ YES – Contract is subject to the FSHO. **PROCEED TO QUESTION #3** once a contractor has been selected.
☐ NO – Contract is not subject to the FSHO. No documentation is required to be submitted to OCC. If you are unsure whether this contract qualifies as having a service component, please contact OCC for further guidance.
3. Is the total amount of the contract greater than \$25,000 AND the term of the contract greater than 3 months, OR is this an as-needed contract (i.e. revenue generating, on-call, etc.)?
☐ YES – **PROCEED TO QUESTION #4.**
☒ NO – This contract does not meet the \$25,000 or 3-month term threshold AND is not an as-needed contract (revenue generating, on-call, etc.). If a future contract amendment increases either the dollar amount or the term of the contract, then the contract may become subject to the FSHO. At that time you will need to redo this form to determine whether the contract is subject to the FSHO.

4. Will any of the following exemptions apply to your contract?

Exemption Description	YES	NO
Contracts where the provisions of this article conflict with federal or state law?	☐	☐
Contracts with another governmental entity?	☐	☐
Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention?	☐	☐
Contracts awarded under urgent or emergency circumstances?	☐	☐
Contracts entered into pursuant to Charter Section 371(e)(7) – "Contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent"?	☐	☐
Contracts where the services are available only from a single source?	☐	☐
Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit?	☐	☐
City Loans or Grants funded from the proceeds of a bond issuance, tax credits or tax increment financing?	☐	☐

5. If you checked 'YES' in ANY of the boxes in Question #4, your department may apply for a contract exemption. Please fill out the exemption form for OCC approval (FSHO-X) and submit it to BCA for review. **PROCEED TO QUESTION #6** when you have received a response from OCC.
6. Was the exemption form (FSHO-X) you submitted approved by OCC?
☐ YES – This contract has been exempted from the FSHO. No additional documentation is required to be submitted to OCC.
☐ NO – **PROCEED TO QUESTION #7.**
7. Is this contract on an as-needed basis (i.e. revenue generating, on-call, etc.)?
☐ YES – This contract is subject to the **pre-award activities** of the FSHO. **PROCEED TO #9.** Your Department must keep track of the amount and term expended during the life of the contract. Once the contract exceeds the \$25,000 and 3-month term contract thresholds, it will be subject to the post-award activities of the FSHO.
☐ NO – **PROCEED TO QUESTION #8.**

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-D****Departmental Determination Form (continued)****CITY OF LOS ANGELES**

Awarding Departments may use this form to help determine whether the Prime Contractor is subject to the FSHO or eligible for an exemption. Please note that this form is for determination purposes only and should not be submitted to OCC.

8. Loan or Grant Recipient – Is the Loan or Grant for economic development or job growth (activities that expand the production, distribution or consumption of goods or services, increase the employment or skills level of the city workforce, effect the efficient use of material or non material resources, or have practicable and industrial significance)?

- ☐ NO – This contract is not subject to the FSHO. No additional documentation is required to be submitted to OCC.
☐ YES – Please answer the following questions:

A	What is the interest rate of the loan/grant?	_____ %
B	What is the current Applicable Federal Rate (AFR)? Can be found here: http://www.irs.gov/app/picklist/list/federalRates.html	_____ %
C	Is Line B less than Line A? ☐ YES – PROCEED TO LINE D. ☐ NO – PROCEED TO LINE E.	
D	Does the loan/grant provide a mechanism for forgiving the interest? ☐ YES – PROCEED TO LINE E. ☐ NO – This contract is not subject to the FSHO. No additional documentation is required to be submitted to OCC. Please retain this form for your files.	
E	Your contract is subject to the pre- and post-award requirements of the FSHO (See NOTE below). PROCEED TO #9. NOTE: You may request BCA to exempt the post-award requirements of the FSHO <i>during the term of the contract only</i> if the AFR FALLS BELOW THE RATE OF THE CITY LOAN PROVIDED. Retain a copy of this completed form FSHO-D for your files. If the AFR falls below the rate of the city loan during the term of the contract, fill out the exemption form (FSHO-X) and type in the exemption description "AFR falls below the rate of the City loan provided" then PROCEED TO QUESTION #6 during the term of the contract.	

9. The following steps must be taken before the contract is awarded:

	<i>The selected Prime Contractor must complete the following:</i>
	1. FSHO Compliance Affidavit (to be uploaded to labavn.org)
	2. FSHO-1 (to be submitted to the Awarding Department ONLY if there are anticipated job opportunities)
	<i>Once these forms are received by your department, your department must:</i>
	1. Follow the standard procedures to request a BAVN compliance review of the FSHO Compliance Affidavit and other applicable EEO compliance forms.
	2. Forward the FSHO-1 to the Bureau of Contract Compliance.
	<i>Once the Bureau of Contract Administration receives these documents from your department, BCA will:</i>
	1. Verify the FSHO Compliance Affidavit on BAVN.
	2. Process the FSHO-1 paperwork if applicable.

NBID
OCT 22 2015

**Central Avenue Historic
Business Improvement District
Management District Plan**

**For
A Property Based
Business Improvement District
in Los Angeles**

October 2015

**Prepared By
Urban Design Center**

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

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Attachments

Attachment A: Engineer's Report

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

I. Overview of the Central Avenue Historic Business Improvement District

The name of the proposed Property-Based Business Improvement District is the Central Avenue Historic Business Improvement District ("District"). The District is being established pursuant to Section 36600 et seq. of the California Streets and Highways Code, The "Property and Business Improvement District Law of 1994 as amended", hereinafter referred to as State Law.

The neighborhood of Central Avenue between Vernon Avenue and Washington Boulevard is renowned for its important role in the cultural history of Los Angeles. This includes its role in jazz history from the 1920's to 1950's. This stretch of Central Avenue is the location of nationally registered historic landmarks such as the Florence Mills Theater, and the Dunbar Hotel. The Central Avenue Historic Business Improvement District will strive to improve the economic vitality for each individual assessed parcel in the district, celebrate the rich cultural history of the neighborhood, and promote cultural events along the corridor, such as the annual Central Avenue Jazz Festival, to attract consumers and pedestrians to the individual assessed parcels in the district.

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

II. Management District Plan Summary

The Central Avenue Historic Business Improvement District Management Plan is proposed to improve and convey special benefits to assessed properties located within the District area. The District will provide continued improvements and activities, including Streetscape Services, Enhanced Safety, Parking Demand Management, Branding, and District Management. Each of the programs is designed to meet the goals of the District; to improve safety and cleanliness and increase building occupancy within the District, to attract more customers to District businesses, to encourage new business development and attract ancillary businesses and services for parcels within the District, to promote cultural events in the District.

Boundary: See Section 3, Boundary Description on Page 7 and map on Page 8.

Budget: The total District budget for the 2016 year of operation is approximately \$423,802.

Improvements, Activities, Services:

Streetscape Services This program will consist of sidewalk and gutter cleaning, graffiti removal, trash collection and removal, and other cleaning as necessary.	\$140,732	33.2%
Enhanced Safety Community Safety Ambassadors Community Safety Ambassadors will assist visitors and employees, pass out information about the local businesses and programs, and report concerns to the local police and other security services. The Safety Ambassadors will patrol the District by bicycle and foot and will deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking parcels and alleys. Security Monitoring A security camera system with an online monitoring program will be created that the Safety Ambassadors can access through their cell phones and laptops.	\$152,576	36.0%
Parking Demand Management This program will consist of a parking demand analysis report in the first year only. In addition, each year parking location maps will be created.	\$10,606	2.5%
Branding This program will tell the story of the District, its history, its cultural attractions, and its ongoing improvements, and will consist of developing a website, social media sites, videos promoting the District, a newsletter	\$33,333	7.9%

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

promoting the area, and flyers and brochures promoting the district. It will also include installing wayfinding signage and holding business development and cultural events.		
District Management	\$86,555	20.4%
Oversee BID contracts, facilitate community development and public policy efforts and promote the District. Administration and office costs, and city and county fees.		

Assessment funds may be used as matching funds in order to apply for grants such as the Los Angeles County Metropolitan Transportation Authority's Call for Projects, the City of Los Angeles Department of Transportation's People Street Improvements, and foundation grants for marketing and business development. These grant funds may be used to enhance landscaping, wayfinding signage, and business development. These improvements and activities will be provided only to individual assessed parcels defined as being within the boundaries of the District and will provide benefits which are particular and distinct to each of the individual assessed parcels within the proposed District. These improvements and activities will be used to support increased commerce, business attraction and retention, and enhanced overall safety and image for the individual assessed parcels within the district.

Method of Financing: A levy of special assessments upon real property that receives special benefits from the improvements and activities. (See Section 5, for the proposed management district assessment formula)

Cost: Annual assessments are based upon an allocation of program costs by assessable footage. Three property assessment variables, parcel square footage, building square footage and linear front footage will be used in the calculation. The 2016 year assessments per assessment variable will not exceed amounts listed in the following chart:

Districtwide Assessment Rates	
Commercial	
Lot Square Foot Assessment	\$0.095/Square Foot
Building Square Foot Assessment	\$0.126/Square Foot
Linear Front Footage	\$3.71/Foot
Non-commercial	
Lot Square Foot Assessment	\$0.095/Square Foot
LAUSD Lot Square Foot Assessment	\$0.024/Square Foot
Building Square Foot Assessment	\$0.063/Square Foot
Government Building Square Foot Assessment	\$0.000/Square Foot

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Linear Front Footage	\$3.71/Foot
LAUSD Linear Front Footage	\$1.48/Foot

Cap: Annual assessment increases will not exceed 4% per year. Increases will be determined by the business improvement district Property Owners Association and will vary between 0% and 4% in any given year. Any annual assessment increase must be approved by the Property Owners Association and be submitted in the annual planning report.

District Formation: District formation requires submission of favorable petitions from property owners representing more than 50% of total assessments to be paid and the return of ballots evidencing a majority of ballots cast in favor of the assessment. Ballots are weighted by each property owner's assessment as proportionate to the total proposed District assessment amount.

Duration: The District will have a 5 year life, beginning January 1, 2016 and ending December 31, 2020.

Governance: The Property Owners Association will review District budgets and policies annually within the limitations of the Management District Plan.

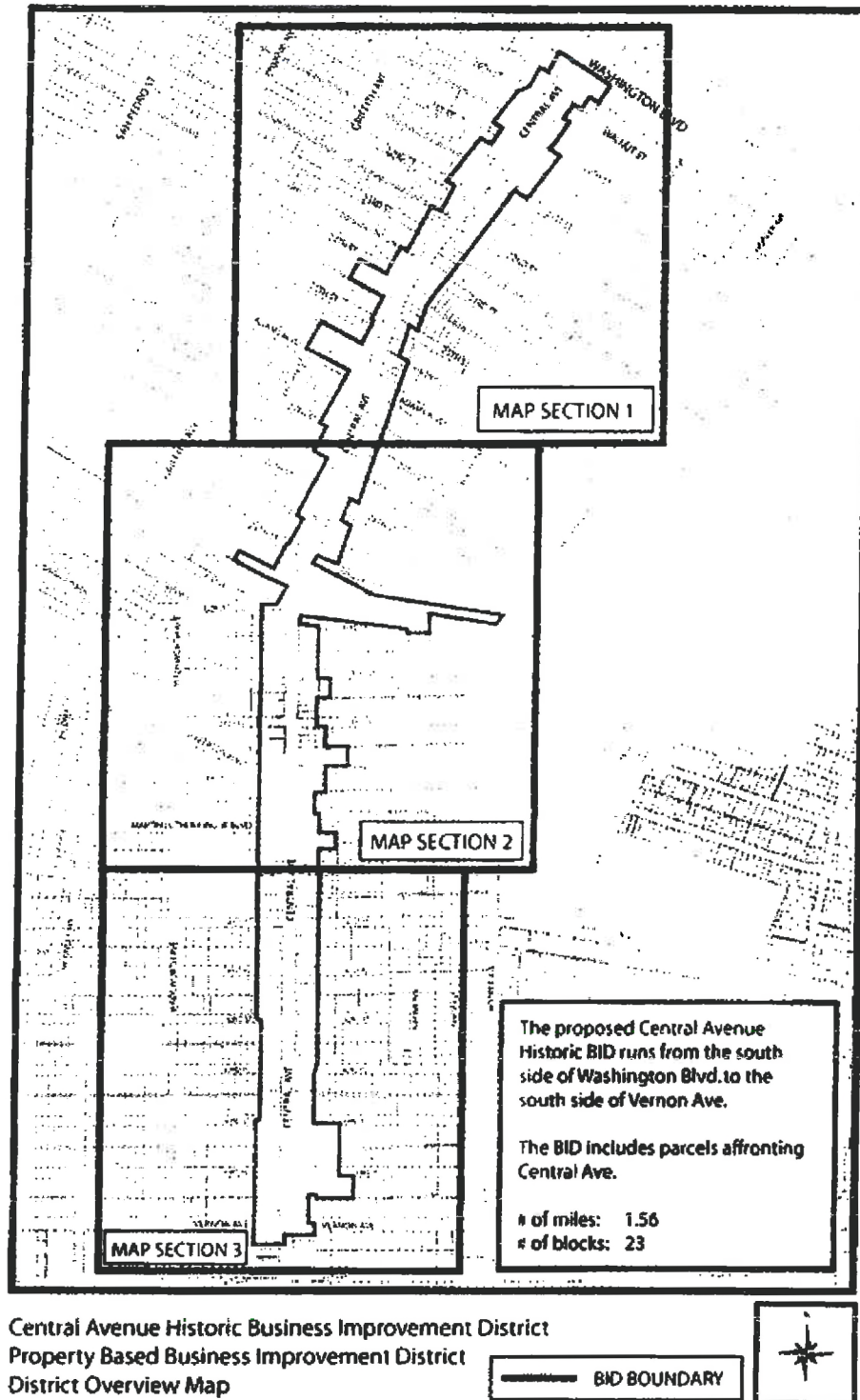
Annual and quarterly reports, financial statements and newsletters will be filed with the City of Los Angeles (City). The Property Owners Association will oversee the day-to-day implementation of services as defined in the Management District Plan.

III. Business Improvement District Boundaries

Overall Boundary

Beginning at the southeast corner of E. Washington Boulevard and S. Central Avenue; thence southwest to the northeast corner of parcel number 5129-003-037; thence southwest along the eastern line of the parcels bordering the east side of S. Central Avenue and its southerly prolongation to the south side of E. 33rd Street; thence east along the south side of E. 33rd Street to the northeast corner of parcel number 5114-02-6037; thence south to the southeast corner of parcel number 5114-026-037; thence west along the south line of parcel number 5114-026-037 and its westerly prolongation to a point in the east line of parcel number 5114-026-038, said point being the northwest corner of the alley south of said parcels; thence south along the eastern line of the parcels bordering the east side of S. Central Avenue and its southerly prolongation to the south side of E. 43rd Street; thence east along the south side of E. 43rd Street to the northeast corner of parcel number 5115-033-039; thence south along the east line of parcel number 5115-033-039 and its southerly prolongation to the south side of E. 43rd Place; thence east along the south side of E. 43rd Place to the northeast corner of parcel number 5115-034-028; thence south to the southeast corner of parcel number 5115-034-028; thence west along the south line of parcel number 5115-034-028 to the east line of parcel number 5115-034-029; thence south along the eastern line of the parcels bordering the east side of S. Central Avenue to the southeast corner of parcel number 5107-001-001; thence west along the south line of parcel numbers 5107-001-001 and 5108-028-028 to the southwest corner of parcel number 5108-028-028; thence northerly along the western line of the parcels bordering the west side of S. Central Avenue and its northerly prolongation to the north side of E. 29th Street; thence northeast along the northwest line of parcel numbers 5128-022-044 and 5128-022-033 and its northerly prolongation to the southerly line of parcel number 5128-022-002; thence northwesterly to the southwesterly corner of parcel number 5128-022-002; thence northeasterly along the western line of the parcels bordering the west side of S. Central Avenue to the south side of E. Washington Boulevard; thence east along the south side of E. Washington Boulevard to the point of beginning.

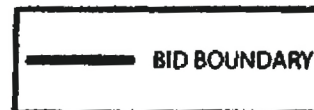
CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN



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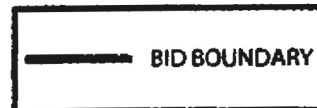
Central Avenue Historic Business Improvement District
Property Based Business Improvement District
Map Section 1 of 3



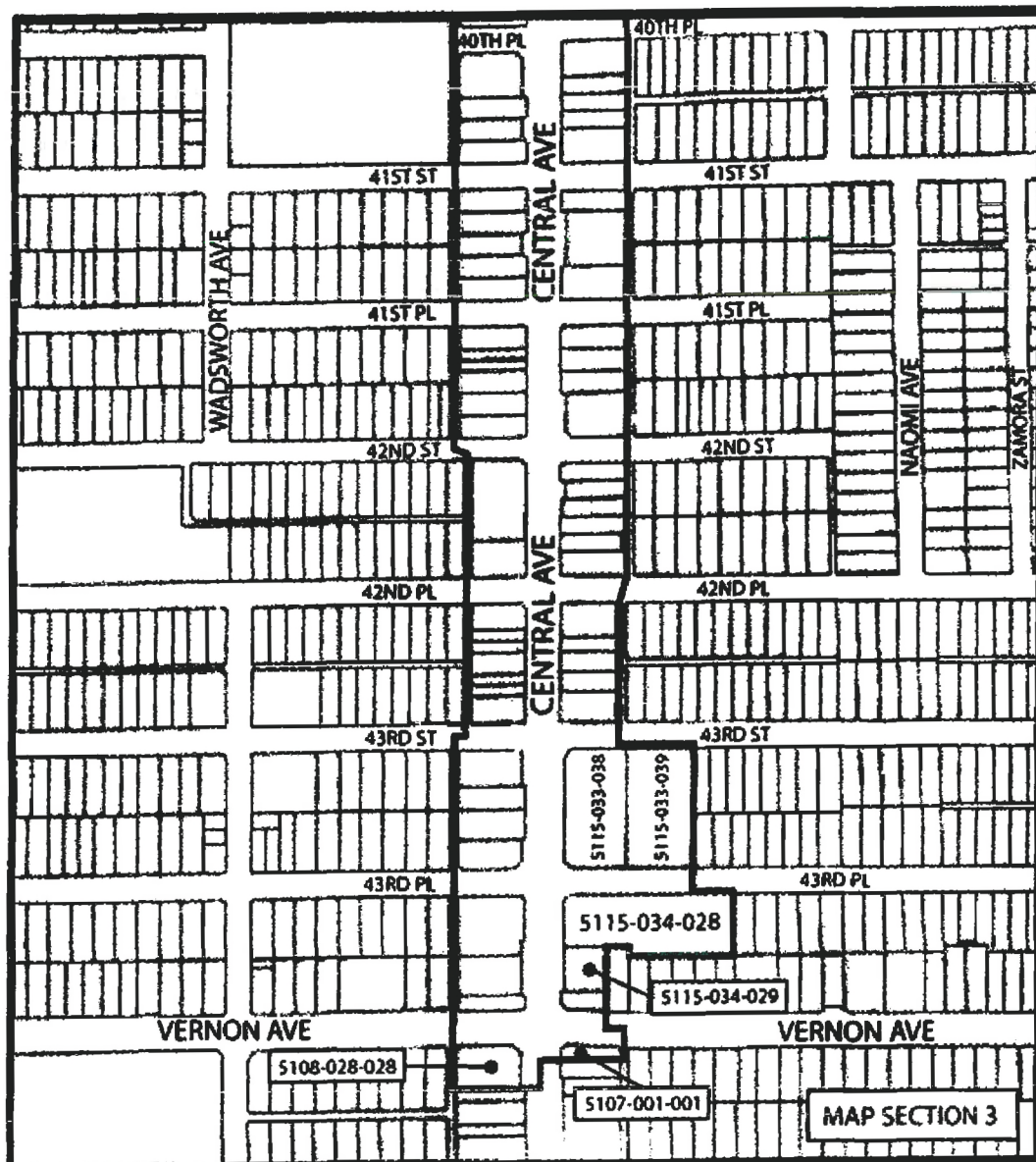
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Central Avenue Historic Business Improvement District
Property Based Business Improvement District
Map Section 2 of 3



CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN



Central Avenue Historic Business Improvement District
 Property Based Business Improvement District
 Map Section 3 of 3

— BID BOUNDARY



District Boundary Rationale

The District includes the commercial parcels facing S. Central Ave. between Washington Blvd. on the north and Vernon Ave. on the south. The properties within the general boundaries of the District are a mix of commercial, industrial, government, non-profit, and residential.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, community safety ambassador patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries.

There is one benefit zone within the proposed District.

Northern Boundary:

The northern boundary of the District is E. Washington Boulevard. This border is clearly delineated by the Metro Blue Line which runs along E. Washington Boulevard. North of E. Washington Blvd. the parcels on S. Central Ave. become all industrial. This area is distinctly different in uses and character from the commercial corridor south of Washington Boulevard, and because of this difference will not be included in the District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District.

Eastern and Western Boundaries:

The eastern and western boundaries of the District were determined by focusing only on the parcels that directly face S. Central Ave. and that are part of the S. Central Ave. business corridor, and by the zoning of the parcels east and west of the District boundaries. The parcels facing S. Central Ave. are primarily zoned commercial in this commercial corridor, with a few parcels zoned industrial and public facilities. In most cases the parcels immediately east or west of the District boundaries are zoned residential and as per State of California Streets and Highways code section 36632.(c) "are conclusively presumed not to benefit from the improvements and service funded through these assessments..." There are presently no parcels zoned solely residential within the boundaries of the District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District.

Southern Boundary: The southern boundary of the Business Improvement District is the southern parcel line of the two commercial corner parcels on the south side of Vernon Avenue. The Vernon Avenue and Central Avenue intersection is considered the entrance to the core of

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

the historic part of S. Central Ave. around which this District is based. This intersection provides a natural entrance point to the District. The parcels south of the District boundaries are primarily residential and government/institutional. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, safety ambassador patrols, security monitoring, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels within the District, and will not provide services outside of District boundaries.

IV. Proposed Management District Service Plan

Through a series of meetings the Central Avenue Historic District Business Improvement District Steering Committee collectively determined that the business improvement district should be property-based, and determined the priority for improvements and activities to be delivered by the business improvement district. The Steering Committee selected these 5 priorities: streetscape services, enhanced safety, parking demand management, branding, and district management. All of the services will be over and above the City's baseline of services and are not provided by the City.

All of the improvements and activities detailed below will be provided only to individual assessed parcels defined as being within the boundaries of the District and will provide benefits which are particular and distinct to each of the individual assessed parcels within the proposed District. No improvement or activities will be provided to properties outside the District boundaries. All assessments outlined in this Management District Plan will be used solely to provide services directly benefiting each of the individual assessed parcels in this District. All services will be provided to the individual assessed parcels defined as being within the District boundaries and no services will be provided outside the District boundaries. Each of the services are unique to the District and to each of the District's individual assessed parcels, therefore all benefits provided are particular and distinct to each individual assessed parcel.

All assessments outlined in this Management District Plan will be used to support increased commerce, business attraction and retention, and enhanced overall safety and image within this commercial core. All services, projects, promotions, security, maintenance and professional/administration services are provided solely to individual assessed parcels within the district to enhance the image and viability of individual assessed parcels and businesses within the District boundaries and are designed only for the direct special benefit of the individual assessed parcels in the District.

Assessment District programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a "general benefit" is hereby defined as: "A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied". "Special benefit" as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the District or to the public at large.

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The properties within the boundaries of the District that will receive special benefits from BID funded programs and services are currently a mix of commercial, industrial, government, non-profit, and residential. Services, programs and improvements provided and funded by the District are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District. The proposed District programs are Streetscape Services, Enhanced Safety, Parking Demand Management, Branding, and District Management. These are listed in Section 2, pg. 4-5 and described in further detail below.

Individually assessed commercial, industrial, government, and non-profit parcels within the boundaries of the District will benefit specially from the District's Streetscape Services program which will create a cleaner and more welcoming environment for their customers, patrons, tenants, visitors, and employees. This program will improve aesthetic appeal for patrons, visitors and employees of the assessed commercial, industrial, government, and non-profit parcels within the District by reducing litter and debris, which are detractors to commerce and commercial occupancy rates if not contained and properly managed. The LAUSD parcels will specially benefit from the District's Streetscape Services program through a cleaner and healthier environment around the LAUSD campus which results in an increased likelihood of this campus being chosen by parents for their children's education. The Streetscape Services program will create a cleaner and more welcoming environment for the employees of the government parcels. Individually assessed residential parcels within the boundaries of the District (all located on non-residentially zoned parcels) will specially benefit from the Streetscape Services program through an increase in the cleanliness and livability of the environment for the tenants.

Individually assessed commercial, industrial, government, and non-profit parcels within the boundaries of the District will benefit specially from the District's Enhanced Safety program which will create a safer environment for their customers, patrons, tenants, visitors, and employees. This program is designed to improve security for patrons, visitors and employees of assessed commercial, industrial, government, and non-profit parcels within the District by reducing crime, which is a detractor to commerce and commercial occupancy rates if not contained and properly managed. The LAUSD parcels will specially benefit from the District's Enhanced Safety program through a safer environment around the LAUSD campus which results in an increased likelihood of this campus being chosen by parents for their children's education. Individually assessed residential parcels within the boundaries of the District (all located on non-residentially zoned parcels) will specially benefit from the Enhanced Safety programs through an increase in the security and livability of the environment for the tenants.

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The District Management Program will include an Executive Director to negotiate and monitor service contracts and program operations, facilitate community development, and manage public policy, planning and economic development initiatives to promote the district. Other management costs will include leasing office equipment, the purchase of office supplies, bookkeeping, insurance, and organizational management and business filings costs. Individually assessed commercial, industrial, government, non-profit, and residential parcels within the boundaries of the District will specially benefit from the District Management program as this program will implement the programs for the operation of the Streetscape Services and Enhanced Safety programs which will create a cleaner and safer environment for the customers, patrons, and tenants of these parcels.

The District's Parking Demand Management program will include the creation of a parking demand analysis report to identify areas for better parking management, and parking location maps to be handed out to visitors and patrons. Individually assessed commercial and industrial parcels within the boundaries of the District will specially benefit from the Parking Demand Management program through an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an overall increase in District activity. Individually assessed government, non-profit, and residential parcels within the boundaries of the District will not receive special benefit from the Parking Demand Management program and will not be assessed for it.

The District's Branding program will include the creation of a website and social media site with information and videos promoting the District, a newsletter promoting the District and its businesses, wayfinding signage to help visitors to the District, flyers and brochures promoting the district, and multiple business development and cultural events per year. Individually assessed commercial and industrial parcels within the boundaries of the District will specially benefit from the Branding program through an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an overall increase in District activity. Individually assessed government, non-profit, and residential parcels within the boundaries of the District will not receive special benefit from the Branding program and will not be assessed for it.

The aforementioned program special benefits are particular and distinct to each and every assessed parcel within the District and are not provided to non-assessed parcels outside of the District. The City of Los Angeles does not provide these supplemental programs, services or improvements. The very nature of the purpose of this District is to fund supplemental programs, improvements and services to assessed parcels within the BID boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All special benefits derived from the assessments to be levied on assessed

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parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries. In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided for assessed parcels within the boundaries of the District. Specifically, Safety Ambassador patrols, Streetscape Services personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries.

While every attempt is made to provide District services and programs to confer benefits only to those identified assessed parcels within the District, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business within the District or interest in the District itself.

The total improvement and activity plan budget for 2016 is \$423,802. Of the total budget, special benefit to parcels within the District totals \$419,564 and is funded by property assessments. General benefit from the District budget is calculated to be \$4,238 and is not funded by assessment revenue from District parcels.

The Proposed Management District Service Plan budget is made up of the following components:

Streetscape Services Program

\$140,732 (33.2%)

In order to consistently deal with maintenance issues, a Clean Streets Program will be established. The clean team will only provide service to individual assessed parcels within District boundaries. A multi-dimensional approach has been developed consisting of the following elements:

Sidewalk and Gutter Cleaning: Uniformed, radio equipped personnel will sweep litter, debris and refuse from sidewalks and gutters of the assessed parcels in the District. District personnel will also pressure wash the sidewalks once a month. Certain items, such as the trash canisters, will be purchased in the first year and will not need to be purchased in the same quantity in subsequent years.

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Trash Collection: Trash canisters will be placed on either side of the street throughout the District, except for the blocks with City of LA provided canisters. Personnel will collect trash from sidewalk trash canisters. Bulky item removal will also be coordinated by the Supervisor. Certain items, such as the pressure washing equipment, will be purchased in the first year and will not need to be purchased in the same quantity in subsequent years.

Graffiti Removal: District personnel will remove graffiti from the assessed parcels in the District by painting, using solvent and pressure washing.

The special benefit to individual assessed parcels in the District from these services is increased commercial activity which directly relates to increases in customer usage.

Enhanced Safety Program

\$152,576 (36.0%)

Community Safety Ambassadors: Uniformed Community Safety Ambassadors will create a perception of safety on the corridor and will provide a variety of public safety services by assisting visitors and employees, passing out information about the local businesses and programs, and reporting to the local police and other security services. The Safety Ambassadors will provide safety services for the individual assessed parcels located within the District in the form of patrolling bicycle personnel, and foot patrol. The Safety Ambassadors will deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking parcels and alleys. The Safety Ambassadors Program will supplement, not replace, other ongoing police, safety and patrol efforts within the District. Some budget items increase after the first year, such as the number of Safety Ambassador patrol hours per week.

Security Monitoring: In order to enhance the ability of the Safety Ambassadors to deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking parcels and alleys, a security camera system will be installed, with an online monitoring program that the Safety Ambassadors can access through their cell phones and laptops.

Parking Demand Management Program

\$10,606 (2.5%)

This program will aim to improve the ability of visitors and customers to access the District by determining ways to better manage and increase the parking supply for the individual assessed parcels. A parking demand analysis report will be created only in the first year of the five year life of the District. For this reason the cost of this program will go down significantly after the first year. This parking demand analysis report will be used to identify areas for better parking management. In addition, parking location maps will also be produced annually. These can be

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handed out by Safety Ambassadors and can be given to property and business owners to distribute to visitors and customers.

Branding Program

\$33,333 (7.9%)

The branding program will tell the story of the District, its history, its cultural attractions, and its ongoing improvements. The BID will carry out a number of initiatives that will strengthen the image of the District, including developing and updating a website and social media site with videos promoting the District, publishing a newsletter promoting the District and sending it to property owners, installing wayfinding signage to help visitors to the District, the design and production of flyers and brochures promoting the district, and multiple business development and cultural events per year. These programs will provide an increased awareness of the businesses within the district and their individual offerings which will attract new customers to the District businesses and provide an increase in commercial activity. The quantity of some budget items increase after the first year, such as the number of events, the amount of collateral materials, and frequency of Community Safety Ambassador patrols. Certain items will be purchased in the first year and will not need to be purchased in the same quantity in subsequent years, such as wayfinding signage. Also, the quantity of some budget items increase after the first year, such as the number of events, and the amount of collateral materials.

District Management Program

\$86,555 (20.4%)

The District will be managed by an Executive Director. The Executive Director will negotiate and monitor service contracts and program operations, facilitate community development, and manage public policy, planning and economic development initiatives to promote the District. Other management costs will include:

- 1) Leasing a computer, printer, software, and phone equipment;
- 2) The purchase of office supplies and stamps, the printing of quarterly district management packages, bookkeeping, and insurance;
- 3) Organizational management and business filings costs including travel mileage, meetings, memberships, annual statements of information, event licensing, City and County fees, and other fees.
- 4) Prepare and submit quarterly and annual reports for the City of Los Angeles.

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V. Proposed Multi-Year Budget 2016 through 2020

The total improvement and activity plan budget for 2016 is projected to be \$423,802. Actual service hours and frequency of the budget components may vary over the 5 year life of the District based on feasibility and in order to match varying District needs. A detailed operation deployment plan for 2016 is available from the Property Owner's Association.

Five Year Operating Budget

A projected five year operating budget for the District is provided below. The projections are based upon the following assumptions.

Assessments will be subject to annual increases not to exceed 4% per year. Increases will be determined by the Property Owner's Association and will vary between 0 and 4% in any given year. Certain items will be purchased in the first year and will not need to be purchased in the same quantity in subsequent years, such as trash canisters, pressure washing equipment, bicycles, and uniforms. Also, the quantity of some budget items increase after the first year, such as the number of events, the amount of collateral materials, and frequency of Community Safety Ambassador patrols. The projections below illustrate a 4% annual increase in the overall budget. Any accrued interest or delinquent payments will be expended in the categories listed.

5 Year Budget Projections

Expenditures		Year 1 - 2016	Year 2 - 2017	Year 3 - 2018	Year 4 - 2019	Year 5 - 2020
1	Streetscape Services	\$140,732	\$133,493	\$138,832	\$144,386	\$150,161
2	Enhanced Safety	\$152,576	\$167,587	\$174,290	\$181,262	\$188,513
3	Parking Demand Management	\$10,606	\$525	\$546	\$568	\$591
4	Branding	\$33,333	\$46,017	\$47,858	\$49,772	\$51,763
5	District Management	\$86,555	\$93,133	\$96,859	\$100,733	\$104,762
TOTAL COST		\$423,802	\$440,755	\$458,385	\$476,721	\$495,790
Non-assessment Revenue		\$4,238	\$4,407	\$4,584	\$4,768	\$4,959
Assessment Revenue		\$419,564	\$436,348	\$453,801	\$471,953	\$490,831

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VI. Assessment Methodology

Each identified parcel within the District will be assessed based on a combination of the building area square footage, the lot area square footage, and the street frontage linear footage unique to that parcel.

Property Quantities for YR 1 - 2016

FORMULA FACTOR	ASSESSABLE QUANTITY
Building Area – Sq. Ft.	692,380
"Special Use" Building Area – Sq. Ft. *	530,589
Land Area – Sq. Ft.	2,118,027
Street Frontage – Linear Ft.	27,132

* "Special Use" includes government, residential, and non-profit. See special uses on pg. 24 of the Engineer's Report (Attachment A).

PROPOSED YEAR 1-2016 ASSESSMENT FORMULA

Assessment = Building Area (Sq. Ft.) x Building Area Rate
OR
"Special Use" Building Area (Sq. Ft.) x "Special Use" Building Area Rate
PLUS
Land Area (Sq. Ft.) x Land Area Rate
PLUS
Street Frontage (Linear Feet) x Street Frontage Rate

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PROPOSED YEAR 1-2016 ANNUAL ASSESSMENT RATES

ASSESSMENT FACTOR	YR 1 – 2016 ASSESSMENT RATES
Building Area Rate (\$/Sq. Ft.)	\$0.126 (12.6¢)
"Special Use" Building Area Rate (\$/Sq. Ft.)*	\$0.063 (6.3¢)*
Government Building Area Rate (\$/Sq. Ft.)	\$0.000 (0.0¢)
Land Area Rate (\$/Sq. Ft.)	\$0.095 (9.5¢)
LAUSD Land Area Rate (\$/Sq. Ft.)	\$0.024 (2.4¢)
Street Frontage Rate (\$/Linear Foot)	\$3.71
LAUSD Street Frontage Rate (\$/Linear Foot)	\$1.48

* "Special Use" includes government, residential, and non-profit.

SAMPLE ASSESSMENT CALCULATIONS:

Sample A

12,000 sq. ft. commercial building on 15,000 sq. ft. lot with 100 linear feet of street frontage.

Commercial Building Assessment = 12,000 x 12.6¢/sq. ft. = \$1,512

Land Assessment = 15,000 x 9.5¢/sq. ft. = \$1,425

Frontage Assessment = 100 linear feet

x \$3.71/linear foot = \$371

TOTAL YEAR 1 ASSESSMENT = \$3,308

PER MONTH = \$275.67/month

PER DAY = \$9.06/day

PER SQ. FT. OF BUILDING PER MONTH = 2.3¢/sq. ft./month

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Sample B (Same as "Sample A" above but with 6,000 sq. ft. of each - commercial and residential use)

Commercial Building Assessment	= 6,000 x 12.6¢/sq. ft.	= \$756
Residential Building Assessment	= 6,000 x 6.3¢/sq. ft.	= \$378
Land Assessment	= 15,000 x 9.5¢/sq. ft.	= \$1,425
Frontage Assessment	= 100 linear feet	
	x \$3.71/linear foot	= \$371

TOTAL YEAR 1 ASSESSMENT	= <u>\$2,930</u>
PER MONTH	= \$ 244.17/month
PER DAY	= \$ 8.03/day
PER SQ. FT. OF BUILDING PER MONTH	= 2¢/sq. ft./month

Maximum Assessment Rates

YR 1-5 (2016 & 2020) Maximum Assessment Rates
(assumes 4% maximum annual increase)

ASSESSMENT FACTOR	Parcel Type	YR 1 2016	YR 2 2017	YR 3 2018	YR 4 2019	YR 5 2020
Building Area Rate (\$/Sq Ft)	Commercial/Industrial	\$0.12600	\$0.13104	\$0.13628	\$0.14173	\$0.14740
Building Area Rate (\$/Sq Ft)	Non-Government Special Use	\$0.06300	\$0.06552	\$0.06814	\$0.07087	\$0.07370
Building Area Rate (\$/Sq Ft)	Government	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Land Area Rate (\$/Sq Ft)	Non-LAUDS	\$0.09500	\$0.09880	\$0.10275	\$0.10686	\$0.11114
Land Area Rate (\$/Sq Ft)	LAUSD	\$0.02375	\$0.02470	\$0.02569	\$0.02672	\$0.02778
Frontage Rate (\$/Linear Foot)	Non-LAUDS	\$3.71000	\$3.85840	\$4.01274	\$4.17325	\$4.34018
Frontage Rate (\$/Linear Foot)	LAUSD	\$1.48400	\$1.54336	\$1.60509	\$1.66930	\$1.73607

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Budget Adjustments

Assessments will be subject to an annual increase of up to 4% per year to address changes in the cost of providing services. The actual amount of increase will be determined by the Property Owners Association and will vary between 0% and 4% in any given year. Any change will be approved by the Property Owners Association Board of Directors and submitted to the City within its annual planning report.

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The Property Owners Association shall have the right to reallocate up to 10% by line item within the budgeted categories. Any change will be approved by the Property Owners Association Board of Directors and submitted to the City of Los Angeles within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code, the overall budget shall remain consistent with this Management District Plan.

Any annual budget surplus will be included into the following year's District budget. The budget will be set accordingly, within the constraints of the management plan to adjust for surpluses that are carried forward. District funds may be used to fund the cost of renewing the District. Funds from an expired District shall be rolled over into the new District if one is established, or returned to the property owners if one is not established, in accordance with the Streets and Highways Code section 36671. If an error is discovered on a parcel's assessed footages, the District may investigate and correct the assessed footages after confirming the correction with the L.A. County Assessor Data and City Clerk's office. The correction may result in an increase or decrease to the parcels assessment.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable footage for parcels included and assessed within the District boundaries. The modification of parcel improvements assessed within the District may then change upwards or downwards the amount of total footage assessment for these parcels, pursuant to Government Code 53750. The assessment will be prorated to the date they receive the temporary and/or permanent certificate of occupancy. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new State mandated ballot procedure in order to approve any such changes.

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Time and Manner for Collecting Assessments

As provided by State law, the District assessment will appear as a separate line item on annual property tax bills prepared by the County of Los Angeles. The Los Angeles City Clerk's office may direct bill the first years assessment for all property owners and will direct bill any property owners whose special assessment does not appear on the tax rolls.

The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Los Angeles. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

However, assessments may be billed directly by the City for any fiscal year of operation and then by the County for subsequent years. Any delinquent assessments owed for a year for which the City billed will be added to the County property tax roll for the following year. The "property owner" means any person shown as the owner on the last equalized assessment roll or otherwise known to be the owner by the City.

Disestablishment

California State Law Section 36670 provides for the disestablishment of a District. Upon the termination of this District any remaining revenues shall be transferred to the renewed District, if one is established, pursuant to Streets and Highways Code Section 36660 (b). Unexpended funds will be returned to property owners based upon each parcels percentage contribution to the total year 2014 assessments if the District is not renewed.

Bond Issuance

The District will not issue Bonds.

VII. Publicly Owned Parcels

Publicly owned parcels and facilities within the District will be assessed based on the special benefits conferred to those individual parcels. In the case of individual assessed publicly owned parcels, District funded programs and services are designed to provide safer and enhanced facilities for their employees, students, visitors, vendors and users of these public facilities. The special benefit to government assessed parcels from these services is an increase in District customers that follow from having a cleaner and safer area. Publicly owned and occupied parcels will not benefit from parking and branding related programs and will not be assessed for these programs.

Public owned parcels will receive special benefit in the form of increased use of the public facilities which directly relates to fulfilling their public service mission. Article XIII D of the California Constitution was added in November of 1996 to provide for these assessments. It specifically states in Section 4(a) that "Parcels within a district that are owned or used by any agency...shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit." Below is a list of the publicly owned parcels and their respective assessments.

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CITY OF LOS ANGELES					
APN	Parcel Address	Owner	Use	2016 Assmt	%
5115027900	4226 S. CENTRAL AVE.	CITY OF LOS ANGELES	Central Ave Jazz Park	\$1,535.08	0.37%
5115015900	4301 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$1,924.58	0.46%
5115015902	4307 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$944.76	0.23%
5115015901	4315 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$1,245.32	0.30%
5115015903	4323 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$1,578.72	0.38%
		CITY OF LOS ANGELES SUBTOTAL		\$7,228.46	1.74%
5114015901	3401 S. CENTRAL AVE.	CITY OF LOS ANGELES, FIRE DEPARTMENT	Fire Station #14	\$2,106.40	0.50%
5114015902	NO ADDRESS	CITY OF LOS ANGELES, FIRE DEPARTMENT	Fire Station #14	\$113.10	0.03%
		CITY OF LOS ANGELES, FIRE DEPARTMENT SUBTOTAL		\$2,219.50	0.53%
5114029908	3400 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$2,207.69	0.53%
5114029900	3406 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$566.40	0.13%
5114029907	3412 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$604.40	0.14%
5114029909	3420 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$4,761.93	1.14%
		CITY OF LOS ANGELES, POLICE DEPARTMENT SUBTOTAL		\$8,140.42	1.94%
		CITY OF LOS ANGELES TOTAL		\$17,588.38	4.21%
OTHER GOVERNMENTAL PARCELS					
APN	Parcel Address	Owner	Use	2016 Assmt	%
5129004906	1926 S. CENTRAL AVE.	L A UNIFIED SCHOOL DISTRICT, REAL ESTATE DIVISION	Elementary School	\$323.35	0.08%
5129004907	1932 S. CENTRAL AVE.	L A UNIFIED SCHOOL DISTRICT, REAL ESTATE DIVISION	Elementary School	\$251.19	0.06%
5129004908	1940 S. CENTRAL AVE.	L A UNIFIED SCHOOL DISTRICT, REAL ESTATE DIVISION	Elementary School	\$746.56	0.18%
		L A UNIFIED SCHOOL DISTRICT TOTAL		\$1,321.10	0.32%
5119016900	NO ADDRESS	METRO-LOS ANGELES (LACMTA)	Vacant/Storage	\$7,671.36	1.83%
5128021901	NO ADDRESS	METRO-LOS ANGELES (LACMTA)	Vacant/Storage	\$2,468.40	0.59%
		METRO-LOS ANGELES TOTAL		\$10,139.76	2.42%
		TOTAL GOVERNMENT ASSESSMENTS		\$29,049.24	6.95%

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VIII. Proposed District Implementation Time Table

Steps to Formation	Completion Date
Step 1: Form a committee to start the process.	Completed in 2013
Step 2: Determine if a property based or a merchant based BID would be most feasible.	Completed July 2014 - Property Based BID selected by the Committee
Step 3: Create a database of parcels or businesses included in the district.	Completed August 2014 - The proposed district includes properties affronting Central Avenue from Washington Boulevard to Vernon Avenue
Step 4: Develop a district map, assessment formula and district management plan.	April 2015
Step 5: Initiate a petition drive.	April 2015
Step 6: Assessment ballot tabulation.	August 2015
Step 7: Elect a non-profit entity to manage the BID.	August 2015
BID begins operation January 1, 2016	

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IX. District Governance

A non-profit organization ("Property Owners Association") will be created to administer the BID. The Property Owners Association will be tax-exempt under section 501(c)(3) of the Internal Revenue Code, will be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings will inure to any private shareholder or individual. In addition, the Property Owners Association will not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates.

The Property Owner's Association will create a governing Board of Directors ("Board"). The Board will provide strategic leadership, including setting direction, making policy and strategy decisions, overseeing and monitoring organizational performance, and ensuring overall accountability.

State Law establishes a framework for District governance with City Council oversight and local, private sector management as described below:

Consistent with property business improvement district (PBID) legislation throughout the nation, California's "Property and Business Improvement District Law of 1994" establishes a District governance framework that allows parcel owners who pay assessments to determine how the assessments are used. Presently, the following components are required within a District's governing structure:

- (A) **Management Organization:** To deliver day-to-day services, the City of Los Angeles will enter into a contract with a private sector management organization, referred to herein as the "Property Owners Association." The management organization implements the programs and its administrative functions relative to managing the District are financed by parcel assessments. If the management organization does not perform and provide a level of service that is acceptable to the City Council then the contract may be terminated and an alternative management organization can be selected.
- (B) The Property Owners Association may be an existing or newly formed nonprofit entity. The Property Owners Association will be a private entity, governed by a Board of Directors and created pursuant to its adopted Bylaws. Notwithstanding this, the owner's association will observe the requirements of the Ralph M. Brown Act that establishes standards for public meetings and the California Public Records Act that establishes standards for maintaining public records concerning District

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operations. Among its other responsibilities, the Property Owners Association will prepare an annual report with respect to District operations as required by Section 36650 of the State Law. The Property Owners Association may consider appeals of parcel assessments for appropriate adjustment.

(C) Professional Staff

The Board of Directors of the owner's association will employ an Executive Director whose duty it is to implement all of the improvements, services, and activities; and, to supervise all subordinate District staff on a day-to-day basis. The Executive Director is responsible to the Board of Directors through their policy direction and budgets.

The professional staff is charged by the Board of Directors with a mission of performing administrative functions in the most efficient and effective manner possible. At times, District assessment payers may have conflicting needs or desires that may not be clearly determined by the Board. In such circumstances, staff should refer such choices to the Board of Directors for decisions.

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

X. Parcel Number Assessment Roll

APN	Parcel Address	Lot	Building	Frontage	Total 2016	%
5131008013	1232 E. WASHINGTON BLVD.	11,570	13,743	232	\$3,691.49	0.88%
5114023005	1133 E. 32ND St.	108,029	82,681	913	\$24,065.94	5.74%
5115022006	4151 S. CENTRAL AVE.	7,600	3,730	202	\$1,941.40	0.46%
5115014031	4349 S. CENTRAL AVE.	19,828	15,357	283	\$4,868.57	1.16%
5115014030	4365 S. CENTRAL AVE.	12,600	6,138	90	\$2,304.29	0.55%
5119014009	2812 S. CENTRAL AVE.	4,050	0	27	\$484.92	0.12%
5119014024	2814 S. CENTRAL AVE.	15,900	0	106	\$1,903.76	0.45%
5119014032	2828 S. CENTRAL AVE.	11,074	9,775	216	\$2,469.22	0.59%
5128021001	2901 S. CENTRAL AVE.	11,746	10,740	207	\$2,560.46	0.61%
5114025037	3200 S. CENTRAL AVE.	6,747	6,176	186	\$1,914.66	0.46%
5114025038	3216 S. CENTRAL AVE.	2,754	0	23	\$346.96	0.08%
5114025015	3220 S. CENTRAL AVE.	4,800	680	40	\$690.08	0.16%
5131026028	1011 E. ADAMS BLVD.	55,757	82,412	529	\$13,748.49	3.28%
5131014018	2107 S. CENTRAL AVE.	5,921	2,436	40	\$1,027.83	0.24%
5119005008	2224 S. CENTRAL AVE.	5,075	1,608	35	\$814.58	0.19%
5119005009	2228 S. CENTRAL AVE.	4,162	3,448	174	\$1,475.38	0.35%
5119003001	2100 S. CENTRAL AVE.	5,800	4,353	185	\$1,648.71	0.39%
5114019013	3217 S. CENTRAL AVE.	9,000	3,708	60	\$1,544.81	0.37%
5115027006	1112 E. 42ND ST.	6,000	4,809	190	\$1,880.83	0.45%
5114034013	4058 S. CENTRAL AVE.	6,000	836	40	\$823.74	0.20%
5115027003	4212 S. CENTRAL AVE.	6,000	2,678	40	\$1,055.83	0.25%
5115027035	4208 S. CENTRAL AVE.	5,960	3,965	40	\$1,214.19	0.29%
5115030001	4250 S. CENTRAL AVE.	10,075	3,760	208	\$2,202.57	0.52%
5119011008	2614 S. CENTRAL AVE.	6,591	1,386	44	\$876.70	0.21%
5119014021	2806 S. CENTRAL AVE.	4,050	0	27	\$484.92	0.12%
5119016002	2900 S. CENTRAL AVE.	29,940	15,000	590	\$6,923.20	1.65%
5131026027	1026 E. 25TH ST.	9,971	9,830	197	\$2,915.80	0.69%
5131020027	2301 S. CENTRAL AVE.	4,150	0	147	\$939.99	0.22%
5128023037	1034 E. 27TH ST.	17,928	8,892	257	\$3,778.32	0.90%
5114034015	4066 S. CENTRAL AVE.	6,000	5,466	40	\$1,234.94	0.29%
5128023034	2717 S. CENTRAL AVE.	1,813	1,500	30	\$472.54	0.11%
5119009009	2526 S. CENTRAL AVE.	6,022	1,700	36	\$919.85	0.22%
5114019015	3201 S. CENTRAL AVE.	9,871	0	218	\$1,746.53	0.42%
5114019014	3207 S. CENTRAL AVE.	13,500	11,700	90	\$2,790.09	0.66%
5119001028	1315 E 21ST ST.	76,587	124,415	753	\$20,004.53	4.77%
5114026017	3324 S. CENTRAL AVE.	4,800	2,718	40	\$946.87	0.23%
5114030037	3506 S. CENTRAL AVE.	31,894	23,043	489	\$7,747.54	1.85%
5115027900	4226 S. CENTRAL AVE.	8,231	0	203	\$1,535.08	0.37%
5115015900	4301 S. CENTRAL AVE.	11,550	0	223	\$1,924.58	0.46%
5115015902	4307 S. CENTRAL AVE.	7,875	0	53	\$944.76	0.23%
5115015901	4315 S. CENTRAL AVE.	10,414	0	69	\$1,245.32	0.30%
5115015903	4323 S. CENTRAL AVE.	9,159	0	191	\$1,578.72	0.38%
5114015901	3401 S. CENTRAL AVE.	12,800	0	240	\$2,106.40	0.50%

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

APN	Parcel Address	Lot	Building	Frontage	Total 2016	%
5114015902	NO ADDRESS	800	0	10	\$113.10	0.03%
5114029908	3400 S. CENTRAL AVE.	14,452	0	225	\$2,207.69	0.53%
5114029900	3406 S. CENTRAL AVE.	4,400	0	40	\$566.40	0.13%
5114029907	3412 S. CENTRAL AVE.	4,800	0	40	\$604.40	0.14%
5114029909	3420 S. CENTRAL AVE.	38,605	0	295	\$4,761.93	1.14%
5131021001	2413 S. CENTRAL AVE.	9,066	4,018	212	\$1,901.48	0.45%
5114018029	3309 S. CENTRAL AVE.	7,000	2,140	50	\$1,120.14	0.27%
5115023005	4103 S. CENTRAL AVE.	7,600	952	202	\$1,591.37	0.38%
5115019034	4201 S. CENTRAL AVE.	22,865	32,577	289	\$5,809.80	1.38%
5115019033	4225 S. CENTRAL AVE.	10,363	42,290	208	\$5,086.50	1.21%
5115018033	4251 S. CENTRAL AVE.	7,379	19,790	152	\$2,927.29	0.70%
5115018034	4257 S. CENTRAL AVE.	3,121	0	25	\$389.25	0.09%
5115018035	4259 S. CENTRAL AVE.	3,121	0	25	\$389.25	0.09%
5115018036	4261 S. CENTRAL AVE.	6,243	8,600	50	\$1,320.39	0.31%
5131014021	2133 S. CENTRAL AVE.	15,000	8,634	251	\$3,444.09	0.82%
5128022044	1049 E. 29TH ST.	5,115	1,388	50	\$846.31	0.20%
5128022045	2829 S. CENTRAL AVE.	3,390	1,800	138	\$1,060.83	0.25%
5119003002	2104 S. CENTRAL AVE.	5,800	0	40	\$699.40	0.17%
5119003003	2108 S. CENTRAL AVE.	5,800	0	40	\$699.40	0.17%
5119003004	2112 S. CENTRAL AVE.	5,800	0	40	\$699.40	0.17%
5115033038	4312 S. CENTRAL AVE.	40,267	2,052	511	\$5,979.73	1.43%
5115033039	4322 S. CENTRAL AVE.	41,344	25,875	310	\$8,338.03	1.99%
5128021002	2911 S. CENTRAL AVE.	6,890	6,817	50	\$1,698.99	0.40%
5131014039	2101 S. CENTRAL AVE.	10,560	3,619	198	\$2,193.77	0.52%
5115022002	4165 S. CENTRAL AVE.	7,600	3,126	50	\$1,301.38	0.31%
5115027036	4204 S. CENTRAL AVE.	5,600	0	40	\$680.40	0.16%
5119005003	2212 S. CENTRAL AVE.	5,800	2,772	40	\$874.04	0.21%
5115018031	4269 S. CENTRAL AVE.	3,121	3,391	25	\$709.69	0.17%
5129003037	1900 S. CENTRAL AVE.	45,079	11,225	641	\$8,073.22	1.93%
5114010007	1053 E. 40TH PL.	7,600	0	202	\$1,471.42	0.35%
5119003024	2120 S. CENTRAL AVE.	5,800	918	40	\$815.07	0.19%
5114010008	4021 S. CENTRAL AVE.	7,600	6,960	50	\$1,784.46	0.43%
5115023004	4109 S. CENTRAL AVE.	7,600	2,540	50	\$1,227.54	0.29%
5115034001	4374 S. CENTRAL AVE.	4,835	600	139	\$1,050.62	0.25%
5115022001	4171 S. CENTRAL AVE.	7,600	7,600	202	\$2,429.02	0.58%
5114019012	3223 S. CENTRAL AVE.	6,000	1,840	40	\$950.24	0.23%
5114014006	3501 S. CENTRAL AVE.	11,693	0	206	\$1,875.10	0.45%
5114014004	3509 S. CENTRAL AVE.	7,600	0	50	\$907.50	0.22%
5115026008	4160 S. CENTRAL AVE.	7,500	620	50	\$976.12	0.23%
5128023035	2719 S. CENTRAL AVE.	8,850	7,179	205	\$2,505.85	0.60%
5119014022	2800 S. CENTRAL AVE.	4,568	3,709	202	\$1,650.71	0.39%
5108028028	4401 S. CENTRAL AVE.	14,287	1,920	230	\$2,452.49	0.58%
5131014019	2111 S. CENTRAL AVE.	7,500	3,208	51	\$1,305.92	0.31%
5115025001	1118 E. 41ST ST.	6,900	2,340	196	\$1,530.08	0.36%
5114025018	3232 S. CENTRAL AVE.	4,800	5,180	40	\$930.74	0.22%
5119005005	2220 S. CENTRAL AVE.	5,800	6,600	40	\$1,531.00	0.36%

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

APN	Parcel Address	Lot	Building	Frontage	Total 2016	%
5119003023	2116 S. CENTRAL AVE.	5,800	1,480	40	\$885.88	0.21%
5119005004	2216 S. CENTRAL AVE.	5,800	5,760	40	\$1,425.16	0.34%
5115026030	4150 S. CENTRAL AVE.	7,500	5,274	200	\$2,119.02	0.51%
5114014003	3517 S. CENTRAL AVE.	7,600	6,295	50	\$1,700.67	0.41%
5131020001	2315 S. CENTRAL AVE.	14,560	8,683	233	\$3,341.69	0.80%
5119003008	2124 S. CENTRAL AVE.	5,075	3,212	35	\$1,016.69	0.24%
5119003009	2130 S. CENTRAL AVE.	4,165	4,160	174	\$1,434.34	0.34%
5115014001	4373 S. CENTRAL AVE.	5,250	5,233	185	\$1,844.46	0.44%
5119013016	2706 S. CENTRAL AVE.	5,988	1,148	40	\$861.91	0.21%
5128022001	1042 E 28TH ST.	10,572	544	210	\$1,851.98	0.44%
5131009051	2025 S. CENTRAL AVE.	34,230	22,882	387	\$7,568.90	1.81%
5114010001	2055 E. 41ST ST.	7,600	5,600	202	\$2,000.62	0.48%
5129004906	1926 S. CENTRAL AVE.	5,040	0	137	\$323.35	0.08%
5129004907	1932 S. CENTRAL AVE.	7,452	0	50	\$251.19	0.06%
5129004908	1940 S. CENTRAL AVE.	15,380	0	257	\$746.56	0.18%
5114030002	1113 E. MARTIN LUTHER KING JR. BLVD.	4,246	0	0	\$403.37	0.10%
5131015020	2219 S. CENTRAL AVE.	4,332	2,646	33	\$867.37	0.21%
5131015021	2225 S. CENTRAL AVE.	7,389	1,952	34	\$1,074.05	0.26%
5119011015	2604 S. CENTRAL AVE.	18,041	1,320	272	\$2,889.34	0.69%
5128024034	2603 S. CENTRAL AVE.	18,333	1,540	245	\$2,844.63	0.68%
5131009025	2027 S. CENTRAL AVE.	3,044	0	33	\$411.61	0.10%
5131009026	2031 S. CENTRAL AVE.	2,836	208	118	\$731.55	0.17%
5114033033	4016 S. CENTRAL AVE.	54,716	11,910	456	\$7,640.11	1.82%
5114010017	4011 S. CENTRAL AVE.	19,768	4,362	278	\$3,458.95	0.82%
5131020029	2309 S. CENTRAL AVE.	3,956	2,698	45	\$882.72	0.21%
5131020028	NO ADDRESS	3,977	0	42	\$533.64	0.13%
5119016900	NO ADDRESS	78,408	0	60	\$7,671.36	1.83%
5128021901	NO ADDRESS	23,640	0	60	\$2,468.40	0.59%
5115034029	4364 S. CENTRAL AVE.	9,100	2,304	100	\$1,525.80	0.36%
5115030002	4260 S. CENTRAL AVE.	4,550	0	35	\$562.10	0.13%
5115030003	4262 S. CENTRAL AVE.	5,850	0	45	\$722.70	0.17%
5115030004	4268 S. CENTRAL AVE.	5,850	0	45	\$722.70	0.17%
5115030005	4272 S. CENTRAL AVE.	8,775	2,848	198	\$1,927.05	0.46%
5119005001	2200 S. CENTRAL AVE.	11,600	6,382	225	\$2,740.88	0.65%
5119007001	2300 S. CENTRAL AVE.	14,500	10,628	245	\$2,956.01	0.70%
5119007026	2312 S. CENTRAL AVE.	9,266	1,712	40	\$1,136.53	0.27%
5119007027	2320 S. CENTRAL AVE.	5,595	0	40	\$679.93	0.16%
5119007028	2322 S. CENTRAL AVE.	5,600	0	40	\$680.40	0.16%
5119007012	2324 S. CENTRAL AVE.	6,000	2,701	40	\$888.56	0.21%
5119007011	2332 S. CENTRAL AVE.	5,377	2,516	176	\$1,322.28	0.32%
5119009008	2522 S. CENTRAL AVE.	5,750	3,081	34	\$1,060.60	0.25%
5115027034	4216 S. CENTRAL AVE.	5,600	2,173	40	\$954.20	0.23%
5131015019	2201 S. CENTRAL AVE.	11,974	3,044	242	\$2,356.38	0.56%
5114034014	4062 S. CENTRAL AVE.	6,000	0	40	\$718.40	0.17%
5115022003	4159 S. CENTRAL AVE.	7,600	4,892	50	\$1,523.89	0.36%
5115025005	4120 S. CENTRAL AVE.	11,250	10,024	225	\$3,166.52	0.75%

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

APN	Parcel Address	Lot	Building	Frontage	Total 2016	%
5114026018	3328 S. CENTRAL AVE.	5,400	1,074	165	\$1,260.47	0.30%
5114018014	3313 S. CENTRAL AVE.	7,500	4,654	50	\$1,484.40	0.35%
5119013017	2712 S. CENTRAL AVE.	6,587	2,520	40	\$1,091.69	0.26%
5119013018	2714 S. CENTRAL AVE.	6,587	0	44	\$789.01	0.19%
5119013019	2718 S. CENTRAL AVE.	6,587	2,904	44	\$1,154.91	0.28%
5128022002	2811 S. CENTRAL AVE.	4,576	3,564	40	\$807.65	0.19%
5114019011	3227 S. CENTRAL AVE.	8,700	8,724	208	\$2,422.60	0.58%
5119013015	1106 E. 27TH ST.	6,587	3,792	194	\$1,823.30	0.43%
5119009013	2500 S. CENTRAL AVE.	5,505	3,811	161	\$1,600.47	0.38%
5119009004	2508 S. CENTRAL AVE.	8,032	13,322	89	\$2,771.80	0.66%
5119009006	2516 S. CENTRAL AVE.	7,301	7,301	48	\$1,791.60	0.43%
5114025017	3228 S. CENTRAL AVE.	4,800	4,860	40	\$1,045.65	0.25%
5131008014	1917 S. CENTRAL AVE.	5,270	7,400	40	\$1,231.80	0.29%
5119014008	2808 S. CENTRAL AVE.	3,900	1,548	27	\$665.72	0.16%
5114034012	1120 E. 40TH PL.	12,000	8,540	230	\$2,800.33	0.67%
5115022005	4155 S. CENTRAL AVE.	3,724	0	25	\$446.53	0.11%
5115022004	4157 S. CENTRAL AVE.	3,876	3,125	26	\$858.43	0.20%
5115018005	4267 S. CENTRAL AVE.	3,121	2,000	25	\$578.25	0.14%
5114025039	1101 E. 33RD ST.	4,453		128	\$897.92	0.21%
5114026041	3310 S. CENTRAL AVE.	29,740	75,535	366	\$9,893.61	2.36%
5128024037	2617 S. CENTRAL AVE.	23,480	26,623	307	\$5,046.82	1.20%
5119011019	2624 S. CENTRAL AVE.	12,493	18,140	226	\$3,166.26	0.75%
5131015022	2227 S. CENTRAL AVE.	7,228	1,918	177	\$1,585.55	0.38%
5115026031	4156 S. CENTRAL AVE.	7,500	2,735	50	\$1,242.61	0.30%
5114018031	3319 S. CENTRAL AVE.	7,000	0	50	\$850.50	0.20%
5114018030	3323 S. CENTRAL AVE.	15,008	15,000	229	\$4,165.35	0.99%
5131021028	2411 S. CENTRAL AVE.	11,080	0	208	\$4,400.98	1.05%
5114022001	3001 S. CENTRAL AVE.	3,223	3,082	129	\$1,172.07	0.28%
5114030001	1113 E. MARTIN LUTHER KING JR. BLVD.	3,200	1,083	0	\$440.46	0.10%
5114025016	3224 S. CENTRAL AVE.	4,800	1,580	40	\$803.48	0.19%
5114010003	4063 1/2 S. CENTRAL AVE.	7,600	2,092	50	\$1,171.09	0.28%
5119011009	2620 S. CENTRAL AVE.	6,591	2,464	44	\$944.62	0.23%
5128022033	2817 S. CENTRAL AVE.	4,020	1,655	51	\$779.64	0.19%
5115023028	4111 S. CENTRAL AVE.	7,100	4,619	50	\$1,296.50	0.31%
5115023001	4123 S. CENTRAL AVE.	7,600	1,344	202	\$1,640.76	0.39%
5114018016	3301 S. CENTRAL AVE.	8,700	9,578	208	\$2,503.30	0.60%
5115018007	4273 S. CENTRAL AVE.	7,491	4,430	185	\$1,768.31	0.42%
5119009010	2534 S. CENTRAL AVE.	5,439	378	187	\$1,258.10	0.30%
5107001001	4400 S. CENTRAL AVE.	5,354	1,366	171	\$1,315.16	0.31%
5114010016	4057 S. CENTRAL AVE.	14,088	17,565	234	\$3,313.10	0.79%
5114015044	3411 S. CENTRAL AVE.	33,530	12,259	425	\$5,534.42	1.32%
5114010018	4069 S. CENTRAL AVE.	7,100	4,788	50	\$1,463.29	0.35%
5115023002	4117 S. CENTRAL AVE.	7,600	7,600	50	\$1,625.70	0.39%
5119005002	2208 S. CENTRAL AVE.	5,800	2,378	40	\$999.03	0.24%
5115034028	1106 E. 43RD PL.	49,319	12,637	482	\$8,065.79	1.92%
5131008015	1923 S. CENTRAL AVE.	11,230	1,152	206	\$1,974.78	0.47%

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

APN	Parcel Address	Lot	Building	Footage	Val. 2016	%
5115025039	4114 S. CENTRAL AVE.	17,500	5,629	125	\$2,835.50	0.68%
5114034016	4072 S. CENTRAL AVE.	12,000	6,013	236	\$2,773.20	0.66%
5131014020	2119 S. CENTRAL AVE.	7,500	0	51	\$901.71	0.21%
5114014001	3529 S. CENTRAL AVE.	2,840	1,682	162	\$1,082.75	0.26%
5119009012	2520 S. CENTRAL AVE.	5,314	2,046	41	\$914.74	0.22%
5115026032	4168 S. CENTRAL AVE.	13,979	2,820	222	\$2,506.95	0.60%
5119013020	2726 S. CENTRAL AVE.	13,031	2,564	238	\$2,443.99	0.58%
TOTAL		2,118,027	1,182,069	27,132	\$419,564.04	100.00%

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

Attachment A - Engineer's Report

NBID

OCT 22 2015

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT

*Being Established Under California Streets and Highways Code Section 36600 et seq.
Property and Business Improvement District Act of 1994*

DISTRICT ASSESSMENT ENGINEER'S REPORT

ATTACHMENT A

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

October 22, 2015

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER’S REPORT

DISTRICT ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Central Avenue Historic District Business Improvement District (“Central Avenue Historic BID”) being established for a five (5) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



Edward V. Henning

RPE #26549 October 22, 2015

Edward V. Henning

Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIIIID of the California Constitution (Proposition 218) to support the benefit property assessments proposed to be levied within the proposed Central Avenue Historic BID in the City of Los Angeles, California being established for a five (5) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by real properties within the proposed Central Avenue Historic BID.

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER'S REPORT

Background

The Central Avenue Historic BID is a property-based benefit assessment type district being established for a five (5) year term pursuant to Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the "Act"). Due to the benefit assessment nature of assessments levied within a property and business improvement district ("BID"), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Act, frequent references are made to the concept of relative "benefit" received from BID programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from BID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

Supplemental Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the Central Avenue Historic BID. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were "chaptered" into law as Article XIII D of the California Constitution.

Since Prop 218 provisions will affect all subsequent calculations to be made in the final assessment formula for the Central Avenue Historic BID, Prop 218 requirements will be taken into account. The key provisions of Prop 218 along with a description of how the Central Avenue Historic BID complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII (D) of the California Constitution):

Finding 1. From Section 4(a): "Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed"

There are 188 parcels within the proposed Central Avenue Historic BID "identified" by this Assessment Engineer as assessable parcels that will derive special benefits from the proposed District programs, services and improvements. The benefits are special and unique only to the identified parcels within the District in that proposed BID funded programs, services and improvements (i.e. streetscape services, enhanced safety, parking demand management, branding, and district management) will only be provided within the District boundaries and directly for the benefit of the identified assessed parcels. These identified benefiting parcels are located within the BID perimeter boundary which is shown on the Boundary Map attached as Appendix 2 to this Report and are listed in Appendix 1 to this Report - identified by assessor parcel number and common site address. Any future development and/or land subdivisions shall adhere to the assessment methodology and rate structure described herein. There is one benefit zone within the proposed District.

CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER’S REPORT

Setting

The proposed Central Avenue Historic BID is located southeast of Downtown Los Angeles along the historic Central Avenue business corridor between Washington Boulevard on the north and just south of Vernon Avenue on the south. The property uses within the boundaries of the proposed BID which will receive special benefits from BID funded programs, services and improvements are currently a mix of commercial, industrial, government, non-profit and residential.

There are several land use types within the proposed Central Avenue Historic BID that, in the opinion of this Engineer, will either not specially benefit from certain BID funded programs, services and improvements or will proportionately specially benefit differently than commercial and industrial parcels. These “special uses” include residential, non-profit owned/occupied, including places of worship and Government owned/occupied parcels. This Engineer is of the opinion that the specified “special uses” will not specially benefit at all from the branding and parking demand management programs and will proportionately specially benefit differently from streetscape services and enhanced security (hereafter referred to as “clean and safe”) related programs, services and improvements than commercial/industrial parcels. These points and further rationale are discussed in more detail in Step 1, pages 23-24 of this Report.

It is noted that State PBJD Law (Section 36632 Streets and Highways Code) states: “Properties zoned solely for residential use.....are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessments pursuant to this part”. No parcels within the proposed Central Avenue Historic BID are zoned solely residential.

In the opinion of this Engineer with over 30 years of professional assessment engineering experience and based on the nature of the programs and services to be funded and provided by the Central Avenue Historic BID (69.2% allocated to Streetscape Services, Community Safety Ambassadors, and Security Monitoring services), residential land uses that are located within the Central Avenue Historic BID will receive proportionate special benefits from direct and tangible BID services. Assessment rate adjustments for “special use” parcels, including residential uses, are discussed further in Step 1, pages 23-24 of this Report.

Each assessed parcel and land use within the Central Avenue Historic BID, except as noted herein, will proportionately benefit from the BID funded programs, services and improvements (i.e. streetscape services, enhanced safety, parking demand management, branding, and district management). These programs, services and improvements are designed to improve commerce, employment and livability for patrons, visitors, employees and residents within the Central Avenue Historic BID by reducing crime, litter and debris, all considered detractions to commerce, occupancy rates, livability and investment return if not contained and properly managed.

(See Quantitative Benefit Analysis section starting on page 5 of this Report for a detailed discussion of special benefits to be conveyed for the various land use categories).

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Boundary Description:

Beginning at the southeast corner of E. Washington Boulevard and S. Central Avenue; thence southwest to the northeast corner of parcel number 5129-003-037; thence southwest along the eastern line of the parcels bordering the east side of S. Central Avenue and its southerly prolongation to the south side of E. 33rd Street; thence east along the south side of E. 33rd Street to the northeast corner of parcel number 5114-02-6037; thence south to the southeast corner of parcel number 5114-026-037; thence west along the south line of parcel number 5114-026-037 and its westerly prolongation to a point in the east line of parcel number 5114-026-038, said point being the northwest corner of the alley south of said parcels; thence south along the eastern line of the parcels bordering the east side of S. Central Avenue and its southerly prolongation to the south side of E. 43rd Street; thence east along the south side of E. 43rd Street to the northeast corner of parcel number 5115-033-039; thence south along the east line of parcel number 5115-033-039 and its southerly prolongation to the south side of E. 43rd Place; thence east along the south side of E. 43rd Place to the northeast corner of parcel number 5115-034-028; thence south to the southeast corner of parcel number 5115-034-028; thence west along the south line of parcel number 5115-034-028 to the east line of parcel number 5115-034-029; thence south along the eastern line of the parcels bordering the east side of S. Central Avenue to the southeast corner of parcel number 5107-001-001; thence west along the south line of parcel numbers 5107-001-001 and 5108-028-028 to the southwest corner of parcel number 5108-028-028; thence northerly along the western line of the parcels bordering the west side of S. Central Avenue and its northerly prolongation to the north side of E. 29th Street; thence northeast along the northwest line of parcel numbers 5128-022-044 and 5128-022-033 and its northerly prolongation to the southerly line of parcel number 5128-022-002; thence northwesterly to the southwesterly corner of parcel number 5128-022-002; thence northeasterly along the western line of the parcels bordering the west side of S. Central Avenue to the south side of E. Washington Boulevard; thence east along the south side of E. Washington Boulevard to the point of beginning.

Boundary Justification

Northern Boundary:

The northern boundary of the District is E. Washington Boulevard. This border is clearly delineated by the Metro Blue Line which runs along E. Washington Boulevard. North of E. Washington Blvd. the parcels on S. Central Ave. become all industrial uses. This area is distinctly different in uses and character from the commercial corridor south of Washington Boulevard, and because of this difference will not be included in the District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District.

Eastern and Western Boundaries:

The eastern and western boundaries of the District were determined by focusing only on the parcels that directly face S. Central Ave. and that are part of the S. Central Ave. business corridor, and by the zoning of the parcels east and west of the District boundaries. The parcels facing S. Central Ave. are primarily zoned commercial in this commercial corridor, with a few parcels zoned industrial and public facilities. In most cases the parcels immediately east or west of the District boundaries are zoned residential and as per State of California Streets and Highways code section 36632(c) “are

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conclusively presumed not to benefit from the improvements and service funded through these assessments...” There are presently no parcels zoned solely for residential use within the boundaries of the District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District

Southern Boundary: The southern boundary of the Business Improvement District is the southern parcel line of the two commercial corner parcels on the south side of Vernon Avenue. The Vernon Avenue and Central Avenue intersection is considered the entrance to the core of the historic part of S. Central Ave. around which this District is based. This intersection provides a natural entrance point to the District. The parcels south of the District boundaries are primarily residential and Government/institutional use. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, safety ambassador patrols, security monitoring, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels within the District, and will not provide services outside of District boundaries.

There is one benefit zone within the proposed District.

All identified parcels within the above-mentioned boundaries shall be assessed to fund special benefit programs, services and improvements as outlined in this Report as well as the Management District Plan. Services, programs and improvements will only be provided to these assessed parcels inside the District boundaries and none will be provided outside of the District boundaries. Each assessed parcel and land use within the Central Avenue Historic BID will proportionately benefit from the BID funded programs, services and improvements (i.e. streetscape services, community safety ambassadors, security monitoring, parking demand management, branding, district management, and management costs). These programs and services improve commerce, employment and livability for patrons, visitors, employees and residents within the Central Avenue Historic BID by reducing crime, litter and debris, all considered detractions if not contained and properly managed. All BID funded services and improvements are considered supplemental above normal base level services provided by the City of Los Angeles and are only provided for the special benefit of assessed parcels within the boundaries of the Central Avenue Historic BID. “Special benefit” is defined in “Finding 2” of this Engineer's Report.

Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable.”

QUANTITATIVE BENEFIT ANALYSIS

As stipulated by Proposition 218, assessment District programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the

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assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the District or to the public at large.

The property uses within the boundaries of the BID that will receive special benefits from BID funded programs and services are currently a mix of commercial, industrial, Government, non-profit, and residential. Services, programs and improvements provided and funded by the BID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

See pages 13-18 of this Report for more detailed descriptions of proposed Central Avenue Historic BID programs, services and improvements and how each broad land use specially benefit from each BID funded activity. The proposed BID programs, improvements and services are as shown in the following Table:

Year 1 – 2016 District Special Benefit Cost Allocations (Assessment Revenue Only)

Program/Service	YR 1 - 2016 Budget	% of Total
Streetscape Services	\$139,325	33.2%
Enhanced Safety	\$151,050	36.0%
Parking Demand Management	\$10,500	2.5%
Branding	\$33,000	7.9%
District Management	\$85,689	20.4%
TOTAL	\$419,564	100.0%

Assessed commercial and industrial parcels are conferred proportionate special benefits from BID funded programs, services and improvements which are intended to attract more customers, visitors, employees, tenants and investors. For assessed commercial and industrial parcels BID programs, services and improvements are designed to increase business volumes, sales transactions, commercial occupancies, commercial rental income and return on investments. These programs, services and improvements are designed to improve commerce, security and aesthetic appeal for patrons, visitors and employees of assessed commercial parcels within the Central Avenue Historic BID by reducing crime, litter and debris, all considered detractions to commerce, commercial occupancy rates and investment return if not contained and properly managed.

For Government owned parcels and facilities within the BID, each of these parcels specially benefit but differently than commercial/industrial parcels, from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. (See Step 1, pages 23-24 of this Report for a more detailed explanation of building area rates and special benefits for Government owned/occupied parcels). Government owned and occupied parcels will not benefit from parking and branding related programs and will

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not be assessed for them. In the case of assessed Government owned parcels, BID funded programs and services are designed to provide safer and enhanced facility entrances and perimeters for their employees, students, visitors, vendors and users of these Government facilities.

For non-profit owned and occupied parcels and facilities within the BID, each of these parcels specially benefit but differently than commercial/industrial parcels, from BID funded programs and services from cleaner and safer facilities for their employees, visitors, vendors and other users of these non-profit locations and facilities. (See Step 1, pages 23-24 of this Report for a more detailed explanation of building area rates and special benefits for non-profit owned/occupied parcels). Non-profit owned and occupied parcels will not benefit from parking and branding related programs and will not be assessed for them. In the case of assessed non-profit owned parcels, BID funded programs and services are designed to provide safer and enhanced facility entrances and perimeters for their employees, students, visitors, vendors and users of these parcels and facilities.

For the residential parcels within the BID (all located on commercial or industrial zoned parcels), each of these parcels specially benefit but differently than commercial/industrial parcels, from the streetscape services and enhanced safety programs by improving the security and livability of tenants. (See Step 1, pages 23-24 of this Report for a more detailed explanation of building area rates and special benefits for residential uses). Residential portions of parcels will not benefit from parking and branding related programs and will not be assessed for them. In the case of assessed residential uses, BID funded programs and services are designed to improve the security and aesthetic appeal of these parcels for tenants, visitors and landlords.

These special benefits are particular and distinct to each and every assessed parcel within the Central Avenue Historic BID and are not provided to non-assessed parcels outside of the District. The City of Los Angeles does not provide these supplemental programs, services or improvements.

In the case of the Central Avenue Historic BID, the very nature of the purpose of this District is to fund supplemental programs, improvements and services to assessed parcels within the BID boundaries above and beyond what is being currently funded either via normal tax supported or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the BID are for services, programs and improvements directly benefiting each individual assessed parcel within the BID. No BID funded services, activities or programs will be provided outside of the BID boundaries.

While every attempt is made to provide BID services and programs to confer benefits only to those identified assessed parcels within the BID, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the

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District, or to the public at large who might be passing through the District with no intention of transacting business within the District or interest in the District itself.

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 1-5% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method
- (2) The program/activity line item allocation method, and
- (3) The composite district overlay determinant method.

A majority of PBIDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for the Central Avenue Historic BID. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

General Benefit – Assessed Parcels within District

BID funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that 100% of benefits conferred on assessed parcels within the District are distinct and special and that there are 0% general benefits conferred on these parcels. This is because the BID funded programs and services are specially geared to the unique needs of each assessed parcel within the BID and are directed specially only to these assessed parcels within the BID. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the District as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics unique to each assessed parcel.

General Benefit - Public At Large

While the Central Avenue Historic BID funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these BID funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally over 95% of people moving about within BID boundaries are engaged in business related to assessed parcels and businesses contained on them within the District, while the public at large "just passing through" is typically much less than 5%. Based on this experience curve and the focused nature of the proposed Central Avenue Historic BID funded programs and over 30 years of assessment engineering experience, it is the opinion of this Engineer that a general benefit factor of 0.01 (1%) of BID funded special benefit program costs that might provide an immediate general benefit to the public at large will be applied to these

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applicable program costs in order to compute the dollar and percent value of general benefits to the public at large. It is the opinion of this Engineer that the programs that may provide immediate general benefits to the public at large are the combined "Clean and Safe" programs. The dollar value of this general benefit type equates to \$2,004 as delineated in the following Table:

General Benefits To "Public At Large"

	A	B	C	D	E
Program Element	Dollar Allocation	% Allocation of Special Benefit Cost	General Benefit Factor	General Benefit Percent (B x C)	General Benefit Value (A x D)
Clean and Safe Related Services	\$290,375	69%	0.01	0.69%	\$2,004

General Benefits – Outside Parcels

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services may confer an indirect general benefit on parcels outside the District boundaries. An inventory of the District boundaries finds that the District is surrounded by 115 parcels, either tangent to assessed parcels within the District or across streets and alleys from the District boundaries. Of these 115 parcels, 69 parcels are zoned solely residential with residential uses on them. Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that general benefits are not conferred on parcels lying outside of the District boundaries that are zoned solely residential with residential uses. This leaves 46 parcels outside of the District that can reasonably be assumed to receive some level of indirect general benefit as a result of BID funded programs, services and improvements. Of the 46 parcels, 14 parcels have commercial uses and are directly tangent to assessed parcel within the District; 14 parcels are also tangent to assessed parcels within the District but contain non-commercial "special uses" such as Government owned and occupied, non-profit owned and occupied, or residential uses; and, 18 parcels have commercial uses but are separated from the District boundaries by either public streets or alleys.

Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 188 identified and assessed parcels within the District; a benefit factor of 0.05 be attributed to general benefits conferred on the 14 commercial parcels tangent to assessed parcels within the District; and, a benefit factor of 0.01 be attributed to general benefits conferred on the 18 commercial parcels across streets and alleys from the exterior boundaries of the District and the 14 "special-use" parcels tangent to assessed parcels within the District or a total of 32 such parcels. The cumulative dollar value of this general benefit type equates to \$2,276 (\$1,562 + 714) as delineated in the Table below.

General "Spillover" Benefits To Parcels Outside District

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Parcels in the District	188	1	188	99.4604%	\$419,564
Commercial parcels outside District (tangent)	14	0.05	0.7	0.3703%	\$1,562
All other "spillover" parcels outside the District	32	0.01	0.32	0.1693%	\$714

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TOTAL			189.02	100.00%	\$421,840
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Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and parcels outside the District equates to \$4,280 (\$0 + \$2,004 + \$2,276) or 1.01% of total program costs of \$423,844 [\$419,564 (special benefit) + \$4,280 (general benefits)]. For the purposes of this analysis, this 1.01% value will be rounded to 1%. This leaves a value of 99% assigned to special benefit related costs. The 1% general benefit value now equates to \$4,238 and when added to the special benefit value of \$419,564 (Year 1 – 2016 assessments) equates to a total Year 1 – 2016 program cost of \$423,802. Remaining costs that are attributed to general benefits of \$4,238 will need to be derived from other sources. A comparison of special and general benefit funding sources is shown on the Table on page 30, later in this Report.

BID Programs, Services and Improvements

The Proposed Central Avenue Historic BID provides the following Year 1 – 2016 special benefit services for each individual assessed parcel in the BID:

Year 1 – 2016 District Special Benefit Cost Allocations (Assessment Revenue Only)

Program/Service	YR 1 - 2016 Budget	% of Total
Streetscape Services	\$139,325	33.2%
Enhanced Safety	\$151,050	36.0%
Parking Demand Management	\$10,500	2.5%
Branding	\$33,000	7.9%
District Management	\$85,689	20.4%
TOTAL	\$419,564	100.0%

A more detailed description of each program element and total cost (special + general benefit) is delineated in the following Table:

Streetscape Services This program will consist of sidewalk and gutter cleaning, graffiti removal, trash collection and removal, and other cleaning as necessary.	\$140,732	33.2%
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Enhanced Safety Community Safety Ambassadors Community Safety Ambassadors will assist visitors and employees, pass out information about the local businesses and programs, and report concerns to the local police and other security services. The Safety Ambassadors will patrol the District by bicycle and foot and will deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking parcels and alleys. Security Monitoring A security camera system with an online monitoring program will be created that the Safety Ambassadors can access through their cell phones and laptops.	\$152,576	36.0%
Parking Demand Management This program will consist of a parking demand analysis report in the first year only. In addition, each year parking location maps will be created.	\$10,606	2.5%
Branding This program will tell the story of the District, its history, its cultural attractions, and its ongoing improvements, and will consist of developing a website, social media sites, videos promoting the District, a newsletter promoting the area, and flyers and brochures promoting the district. It will also include installing wayfinding signage and holding business development and cultural events.	\$33,333	7.9%
District Management Oversee BID contracts, facilitate community development and public policy efforts and promote the District. Administration and office costs, and city and county fees.	\$86,555	20.4%

Assessment funds may be used as matching funds in order to apply for grants such as the Los Angeles County Metropolitan Transportation Authority's Call for Projects, the City of Los Angeles Department of Transportation's People Street Improvements, and foundation grants for marketing and business development. These grant funds may be used to enhance landscaping, wayfinding signage, and business development. These improvements and activities will be provided only to individual assessed parcels defined as being within the boundaries of the District and will provide benefits which are particular and distinct to each of the individual assessed parcels within the proposed District. These improvements and activities will be used to support increased commerce, business attraction and retention, and enhanced overall safety and image for the individual assessed parcels within the district.

The projected program special benefit cost allocation for the 5 year BID term is below. Certain items will be purchased in the first year and will not need to be purchased in the same quantity in subsequent years, such as trash canisters, pressure washing equipment, bicycles, and uniforms. Also, the quantity of some budget items increase after the first year, such as the number of events, the amount of collateral materials, and frequency of Community Safety Ambassador patrols. For all budget items, the projections below illustrate a 4% annual increase in the overall budget. Any accrued interest or delinquent payments will be expended in the categories listed.

5 Year Projected District Special Benefit Costs - Assessment Revenue Only

Program/Service	YR 1 2016	YR 2 2017	YR 3 2018	YR 4 2019	YR 5 2020
Streetscape Services	\$139,325	\$132,158	\$137,444	\$142,942	\$148,659
Enhanced Safety	\$151,050	\$165,911	\$172,547	\$179,449	\$186,628

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Parking Demand Management	\$10,500	\$520	\$541	\$562	\$585
Branding	\$33,000	\$45,557	\$47,379	\$49,274	\$51,245
District Management	\$85,689	\$92,202	\$95,890	\$99,726	\$103,714
TOTAL	\$419,564	\$436,348	\$453,801	\$471,953	\$490,831

As discussed earlier in this Report, the general benefits (i.e. benefits to the general public and surrounding parcels outside the District but not to the assessed parcels themselves) of the proposed improvements, activities and services represent 1.0% of the total benefits generated and, in turn, 1.0% of the costs of the BID funded improvements, activities and services provided. Thus, 1.0% of the total District costs will need to be funded by non-assessment revenue sources such as grants, donations, program income, etc. A delineation of both special and general benefit costs for each program element for each year of the five year BID term is shown in the following Table:

Total Year 1-5 (2016 – 2020) Special + General Benefit Costs

Program/Service	YR 1 - 2016 Assessment Cost	YR 1 - 2016 Non- Assessment Cost	YR 1 - 2016 Total Cost	% of Total
Streetscape Services	\$139,325	\$1,407	\$140,732	33.2%
Enhanced Safety	\$151,050	\$1,526	\$152,576	36.0%
Parking Demand Management	\$10,500	\$106	\$10,606	2.5%
Branding	\$33,000	\$333	\$33,333	7.9%
District Management	\$85,689	\$866	\$86,555	20.4%
TOTAL	\$419,564	\$4,238	\$423,802	100%
Program/Service	YR 2 - 2017 Assessment Cost	YR 2 - 2017 Non- Assessment Cost	YR 2 - 2017 Total Cost	% of Total
Streetscape Services	\$132,158	\$1,335	\$133,493	30.3%
Enhanced Safety	\$165,911	\$1,676	\$167,587	38.0%
Parking Demand Management	\$520	\$5	\$525	0.1%
Branding	\$45,557	\$460	\$46,017	10.4%
District Management	\$92,202	\$931	\$93,133	21.2%
TOTAL	\$436,348	\$4,407	\$440,755	100%
Program/Service	YR 3 - 2018 Assessment Cost	YR 3 - 2018 Non- Assessment Cost	YR 3 - 2018 Total Cost	% of Total
Streetscape Services	\$137,444	\$1,388	\$138,832	30.3%
Enhanced Safety	\$172,547	\$1,743	\$174,290	38.0%
Parking Demand Management	\$541	\$5	\$546	0.1%
Branding	\$47,379	\$479	\$47,858	10.4%
District Management	\$95,890	\$969	\$96,859	21.2%

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TOTAL	\$453,801	\$4,584	\$458,385	100.00%
Program/Service	YR 4 - 2019 Assessment Cost	YR 4 - 2019 Non- Assessment Cost	YR 4 - 2019 Total Cost	% of Total
Streetscape Services	\$142,942	\$1,444	\$144,386	30.3%
Enhanced Safety	\$179,449	\$1,813	\$181,262	38.0%
Parking Demand Management	\$562	\$6	\$568	0.1%
Branding	\$49,274	\$498	\$49,772	10.4%
District Management	\$99,726	\$1,007	\$100,733	21.2%
TOTAL	\$471,953	\$4,768	\$476,721	100.00%
Program/Service	YR 5 - 2020 Assessment Cost	YR 5 - 2020 Non- Assessment Cost	YR 5 - 2020 Total Cost	% of Total
Streetscape Services	\$148,659	\$1,502	\$150,161	30.3%
Enhanced Safety	\$186,628	\$1,885	\$188,513	38.0%
Parking Demand Management	\$585	\$6	\$591	0.1%
Branding	\$51,245	\$518	\$51,763	10.4%
District Management	\$103,714	\$1,048	\$104,762	21.2%
TOTAL	\$490,831	\$4,959	\$495,790	100.00%

WORK PLAN

Overview

The property types within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of commercial, industrial, government, non-profit, and residential. Programs, services and improvements provided by the BID are designed to provide proportionate special benefits as described in Finding 2 on pages 6-7 of this Report to identified assessed parcels and the array of land uses within the boundaries of the District.

The proposed Central Avenue Historic BID will provide the following programs, services and improvements for the special benefit of each individual identified and assessed parcel in the BID:

Streetscape Services

\$140,732 – 33.2% (Special and General Benefit Costs)

A multi-dimensional series of regular and systematic streetscape services (a.k.a. “Clean Streets Program” will be implemented within the proposed BID consisting of the following elements:

Sidewalk and Gutter Cleaning: Uniformed, radio equipped personnel will sweep litter, debris and refuse from sidewalks and gutters of the individual assessed parcel in the District. District personnel will also pressure wash the sidewalks of the individual assessed parcels in the District.

Trash Collection: One trash canister per block will be placed on either side of the street, minus the 10 City of LA provided

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canisters. Personnel will collect trash from sidewalk trash canisters three times per week. Bulky item removal will also be coordinated each month by the Supervisor.

Graffiti Removal: District personnel will remove graffiti by painting, using solvent and pressure washing 5 days per week.

Streetscape services will assist in enhancing the image of each individual assessed parcel in the BID. For commercial and industrial parcels streetscape services are designed to increase vehicular and pedestrian traffic within the BID that is intended to increase commerce and customer activity, attract and retain new business and patrons for assessed commercial and industrial parcels within the BID boundaries, as well as increase commercial/industrial rents and occupancies. In the case of assessed Government owned parcels and facilities, BID funded streetscape services provide cleaner entrances and perimeters for their employees, students, visitors, vendors and users of these public facilities. For non-profit owned parcels and facilities within the BID, each of these parcels specially benefit from BID funded streetscape services from cleaner entrances and perimeters for their employees, visitors, vendors and other users of these non-profit locations and facilities. Further, in the case of assessed residential parcels, BID funded streetscape services improve the aesthetic appeal of each assessed residential type parcel for tenants and visitors, which, in turn, is intended to increase residential occupancies.

Enhanced Safety

\$152,576 – 36.0% (Special and General Benefit Costs)

A) Community Safety Ambassadors Program

Uniformed Community Safety Ambassadors will create a perception of safety in the proposed BID and will provide a variety of public safety services by assisting visitors and employees, passing out information about the local businesses and programs, and reporting concerns to the local police and other security services. The Safety Ambassadors will provide safety services for each and every individual assessed parcel located within the District in the form of patrolling bicycle personnel, and foot patrol. The Safety Ambassadors will deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking parcels and alleys of the individual assessed parcels in the District. The Safety Ambassadors Program will supplement, not replace, other ongoing police, safety and patrol efforts within the District.

B) Security Monitoring

In order to optimize the ability of the Safety Ambassadors to deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking parcels and alleys, a security camera system will be installed, with an online monitoring program that the Safety Ambassadors can access through their cell phones and laptops.

The entire security program (Safety Ambassadors and Security Monitoring) will assist in creating a safe and secure environment for each individual assessed parcel in the Central Avenue Historic BID. For commercial and industrial parcels, BID funded security program and services are designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, as well as increase commercial rents and commercial occupancies for the assessed parcels commercial and industrial parcels within the BID boundaries. In the case of assessed Government owned parcels and facilities, BID funded security programs and services are designed to provide

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safer entrances and perimeters of Government owned parcels and facilities for their employees, students, visitors, vendors and users of these public facilities. For non-profit owned parcels and facilities within the BID, each of these parcels specially benefit from BID funded security programs and services from safer entrances and perimeters for their employees, visitors, vendors and other users of these non-profit locations and facilities. Further, in the case of assessed residential uses, BID funded security programs and services are designed to improve the security of each residential type parcel for tenants and visitors, which, in turn, is intended to increase residential occupancies. Each assessed parcel will proportionally specially benefit from the security programs and services.

Parking Demand Management

\$10,606 - 2.5% (Special and General Benefit Costs)

This program will aim to improve the ability of visitors and customers to access the BID area by determining ways to better manage and increase the parking supply. A parking demand analysis report will be created only in the first year of the five year life of the District. For this reason the cost of this program will go down significantly after the first year. This parking demand analysis report will be used to identify areas for better parking management. In addition, parking location maps will also be produced annually. These can be handed out by Safety Ambassadors and can be given to property and business owners to distribute to visitors and customers.

Assessed commercial and industrial parcels will specially benefit from the parking demand management program by attracting more customers, employees, tenants and investors as a result of increased parking opportunities intended to increase business volume, sales transactions, commercial occupancies, commercial rental income, and investment return. As discussed in other sections of this Report, it is the opinion of this Engineer that "Special Use" parcels (defined below) including government owned parcels will not specially benefit from this program element and, thus, will not be assessed for these program costs.

Branding

\$33,333 - 7.9% (Special and General Benefit Costs)

The branding program will tell the story of the District, its history, its cultural attractions, and its ongoing improvements. The BID will carry out a number of initiatives that will strengthen the image of the District, including developing and updating a website and social media site with 30 second and 1 minute videos promoting the District, publishing a quarterly newsletter promoting the area and its businesses, installing way-finding signage to help visitors to the District, the design and production of flyers and brochures promoting the district, and 5 business development and cultural events per year. These programs will provide an increased awareness of the businesses within the district and their individual offerings which will attract new customers to the District businesses and provide an increase in commercial activity. The District website and newsletter will target the ongoing informational needs of Central Avenue Historic BID property owners and tenants.

Assessed commercial and industrial parcels will specially benefit from the branding programs by attracting more customers, employees, tenants and investors as a result of positive communications between and among BID parcels that will result in an enhanced marketing image of the District intended to increase business volume, sales transactions, commercial and industrial occupancies, rental income, and investment return. As discussed in other sections of this

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Report, it is the opinion of this Engineer that “Special Use” parcels, including Government owned parcels will not specially benefit from this program element and, thus, will not be assessed for these program costs.

District Management

\$86,555 – 20.4% (Special and General Benefit Costs)

The District will be managed by an Executive Director. The Executive Director will negotiate and monitor service contracts and program operations, facilitate community development, and manage public policy, planning and economic development initiatives to promote the district. Included will also be production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance and outreach to District property and business owners. Other management costs will include the lease of a computer, printer, software, and phone equipment, the purchase of phone service, and office supplies, the printing of quarterly district management packages, bookkeeping, insurance, and organizational management and business filings costs including travel mileage, meetings, memberships, annual statement of information, event licensing and other fees.

This component, district management, is key to the proper expenditure of BID assessment funds and the administration of BID programs and activities that are intended to specially benefit each identified and assessed parcel and land use in the proposed BID.

Work Plan Summary

Assessed commercial and industrial parcels are conferred proportionate special benefits from BID funded programs, services and improvements which are intended to attract more customers, visitors, employees, tenants and investors. BID programs, services and improvements are designed to increase business volumes, sales transactions, commercial occupancies, commercial rental income and return on investments. These programs, services and improvements are designed to improve commerce, security and aesthetic appeal for patrons, visitors and employees of assessed commercial parcels within the Central Avenue Historic BID by reducing crime, litter and debris, all considered detractors to commerce, commercial occupancy rates and investment return if not contained and properly managed.

For Government owned parcels and facilities within the BID, each of these parcels specially benefit, but differently than commercial/industrial parcels, from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. (See Step 1, pages 24-25 of this Report for a more detailed explanation of building area rates and special benefits for Government owned/occupied parcels). Government owned and occupied parcels will NOT benefit from parking and branding related programs and will not be assessed for them as they are not commercial parcels and are not attempting to attract customers. In the case of assessed Government owned parcels, BID funded programs and services are designed to provide cleaner and safer and enhanced facilities for their employees, students, visitors, vendors and users of these public parcels and facilities.

For non-profit owned and occupied parcels and facilities within the BID, each of these parcels specially benefit but differently than commercial/industrial parcels, from BID funded programs and services from cleaner and safer facilities for their employees, visitors, vendors and other users of these non-profit locations and facilities. (See Step 1, pages 24-25

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of this Report for a more detailed explanation of building area rates and special benefits for non-profit owned/occupied parcels). Non-profit owned and occupied parcels will not benefit from parking and branding related programs and will not be assessed for them as they are not commercial parcels and are not attempting to attract customers. In the case of assessed non-profit owned parcels, BID funded programs and services are designed to provide cleaner and safer and enhanced facilities for their employees, visitors, vendors and users of these parcels and facilities.

For the residential parcels within the BID (all located on non-residentially zoned parcels), each of these parcels specially benefit but differently than commercial/industrial parcels, from the clean and safe programs by improving the security and livability of tenants. (See Step 1, pages 24-25 of this Report for a more detailed explanation of building area rates and special benefits for residential uses). Residential portions of parcels will not benefit from parking and branding related programs and will not be assessed for them as they are not commercial parcels and are not attempting to attract customers. In the case of assessed residential parcels, BID funded programs and services are designed to improve the security and aesthetic appeal for tenants, visitors and landlords.

Programs, services and improvements provided by the BID are designed to provide special benefits as described above to each and every identified assessed parcels and the array of land uses within the boundaries of the District. The proposed BID assessments will only be levied on identified parcels within the BID boundaries and assessment revenues will be spent to deliver services that only provide a direct and special benefit to assessed parcels. As described above, each assessed parcel and land use within the Central Avenue Historic BID will uniquely and proportionately benefit from all or some of the proposed BID funded supplemental streetscape services, enhanced security, parking demand management, branding, and district management.

The Proposed Central Avenue Historic BID may increase the assessment for each individual parcel each year during the five year effective operating period by a maximum of 4% per year as approved by the Board of Directors and included in the Annual Planning Report and adopted by the City of Los Angeles City Council. The accrued interest and delinquent payments will be expended within the budgeted categories. The Board of the Directors of the Owners Association of the proposed Central Avenue Historic BID shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The BID Director shall communicate the annual increase to the City of Los Angeles each year in which the BID operates at a time determined in the Administration Contract held between the Owners Association and the City of Los Angeles. Accrued interest and delinquent payments will be expended within the budget categories in the percentage amount indicated. No bonds are to be issued in conjunction with this proposed BID.

Assessments for the Fiscal Year beginning January 1, 2016 and assessments for subsequent fiscal years, through and including the Fiscal Year ending December 31, 2017 will be collected at the same time and in the same manner as ad valorem taxes paid to the County of Los Angeles. The City of Los Angeles is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax

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rolls as appropriate to implement the Management District Plan.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Owners' Association shall have the right to reallocate up to 10% of any budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board and included in the Annual Planning Report that will be approved by the Los Angeles City Council pursuant to Streets and Highways Code Section 36650. Accrued interest or delinquent payments may be expended in any budget category.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the fifth year of operation will be rolled over into the renewal budget or returned to stakeholders. Funds may be used, as available, to renew the BID for a new term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified parcel within the district will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed Central Avenue Historic BID (i.e. streetscape services, enhanced safety, parking demand management, branding, and district management), it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage within one benefit zone.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified parcel within the district as a whole. Larger commercial/industrial parcels and building areas and/or street frontages are expected to impact the demand for services and programs to a greater extent than smaller commercial/industrial land and building areas and/or street frontages and thus, are assigned a greater proportionate degree of assessment program and service costs. Identified “special use” parcels are assessed only for the BID funded programs, services and improvements from which they will specially benefit and only for the proportionate amount of special benefit conferred upon them. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program costs.

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Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed Central Avenue Historic BID, they are also considerably less than other options considered by the proposed Central Avenue Historic BID formation proponent group. The actual assessment rate for each parcel within the BID directly relate to the level of service and, in turn, special benefit to be provided based on the respective building area, land area and street frontage of each parcel.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

There are 16 identified and assessed Government owned parcels within the Central Avenue Historic BID for which BID funded special benefit programs, services and improvements will be provided. Of the 16 Government owned parcels, 11 are owned by the City of Los Angeles, 3 by the Los Angeles Unified School District (LAUSD), and 2 by the Metropolitan Transit Authority (LACMTA).

For Government owned parcels and facilities within the BID, each of these parcels specially benefit from BID funded programs, services and improvements, but differently than commercial/industrial parcels. The special benefits include cleaner and safer facility entrances and perimeters for their employees, students, visitors, vendors and other users of these public locations and facilities. It is the opinion of this Engineer that Government owned and occupied parcels will NOT benefit from commercial oriented parking demand management and branding related programs and, thus, will not be assessed for them. It is further the opinion of this Engineer that Government owned parcels and facilities within the BID will specially benefit from “clean and safe” programs and related management, but differently, as explained below, than the special benefits conferred on commercial/industrial parcels.

It is important to note that the difference in special benefits conferred on Government owned parcels and facilities attributed to BID funded streetscape and security services is explained by the fact that Government agencies already provide a consistent and programmed level of professional perimeter and facility streetscape and security services with Government or contract personnel. These programmed service levels vary from one Government agency to another. BID funded streetscape and security services will supplement those similar services already consistently provided by the respective Government agencies for the parcels and facilities that they own and occupy within the District, and not replace these services. Although the Government parcels require a different frequency of services than other individually assessed parcels in the district, Government parcels will pay for one hundred percent of the special benefits they receive.

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To account for the differences in proportionate special benefits conferred on Government owned and occupied parcels from BID funded parking demand management, branding, streetscape services and security, it is the opinion of this Engineer that building areas on all Government owned and occupied parcels shall not be assessed. This assessment formula component, building area, funds 100% of the BID funded parking demand management and branding costs from which, in the opinion of this Engineer, Government owned and occupied parcels and facilities within the District do not specially benefit. This assessment formula component, building area, also funds about 30% of the BID funded streetscape and security services from which all Government owned and occupied parcels proportionately specially benefit from these BID funded services but only to the extent that these BID funded services supplement the levels of service already being provided by the respective Government agency for their respective parcels.

Based on a review of streetscape and security services that the Los Angeles Unified School District (LAUSD) provides for the 3 parcels that they own and occupy within the BID it is the opinion of this Engineer that assessment formula rate modifications are further warranted as follows: 1). The Year 1 – 2016 land area assessment rate shall be set at 25% of the District land area assessment rate of \$0.095 per square foot of land or \$0.02375 per square foot of land. 2). The Year 1 2016 street frontage assessment rate shall be set at 40% of the District street frontage assessment rate of \$3.71 per linear foot of street frontage or \$1.484 per linear foot of street frontage. These modified assessment rates fund supplemental BID streetscape and security services that coincide with the levels of perimeter streetscape and security services already provided by LAUSD for the 3 parcels that they own within the District.

Based on a review of streetscape and security services that all other Government agencies (non-LAUSD) provide for the parcels that they own and occupy within the BID, land and street frontage assessment rates shall be set at the rates set forth herein for all other non-LAUSD District parcels.

Each identified and assessable Government owned parcel and facility within the Central Avenue Historic BID will proportionately specially benefit as delineated herein from the BID funded supplemental clean and safe and management programs, services and improvements. For identified assessable Government owned parcels and facilities, each of these parcels specially benefit from BID funded programs and services from cleaner and safer facility entrances and perimeters for their employees, students, visitors, vendors and other users of these public locations and facilities. These services are designed to improve the safety and cleanliness for visitors, their employees and users of public facilities on Government owned parcels within the Central Avenue Historic BID by reducing crime, litter and debris, all considered detractions to employment, visitation and use of public facilities if not contained and properly managed.

There is no compelling evidence that these identified and assessed Government owned parcels and facilities would not proportionately specially benefit from BID funded programs, services and improvements and, thus, will be assessed as delineated herein. All current Government owned parcels within the Central Avenue Historic BID are shown in the following Table:

Publicly Owned Parcels Within the Central Avenue Historic BID

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CITY OF LOS ANGELES					
APN	Parcel Address	Owner	Use	2016 Asmnt	%
5115027900	4226 S. CENTRAL AVE.	CITY OF LOS ANGELES	Central Ave Jazz Park	\$1,535.08	0.37%
5115015900	4301 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$1,924.58	0.46%
5115015902	4307 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$944.76	0.23%
5115015901	4315 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$1,245.32	0.30%
5115015903	4323 S. CENTRAL AVE.	CITY OF LOS ANGELES, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE DIVISION	CD9 Service Center	\$1,578.72	0.38%
		CITY OF LOS ANGELES SUBTOTAL		\$7,228.46	1.74%
5114015901	3401 S. CENTRAL AVE.	CITY OF LOS ANGELES, FIRE DEPARTMENT	Fire Station #14	\$2,106.40	0.50%
5114015902	NO ADDRESS	CITY OF LOS ANGELES, FIRE DEPARTMENT	Fire Station #14	\$113.10	0.03%
		CITY OF LOS ANGELES, FIRE DEPARTMENT SUBTOTAL		\$2,219.50	0.53%
5114029908	3400 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$2,207.69	0.53%
5114029900	3406 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$566.40	0.13%
5114029907	3412 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$604.40	0.14%
5114029909	3420 S. CENTRAL AVE.	CITY OF LOS ANGELES, POLICE DEPARTMENT	Newton Police Station	\$4,761.93	1.14%
		CITY OF LOS ANGELES, POLICE DEPARTMENT SUBTOTAL		\$8,140.42	1.94%
		CITY OF LOS ANGELES TOTAL		\$17,588.38	4.21%
OTHER GOVERNMENTAL PARCELS					
APN	Parcel Address	Owner	Use	2016 Asmnt	%
5129004906	1926 S. CENTRAL AVE.	L A UNIFIED SCHOOL DISTRICT, REAL ESTATE DIVISION	Elementary School	\$323.35	0.08%
5129004907	1932 S. CENTRAL AVE.	L A UNIFIED SCHOOL DISTRICT, REAL ESTATE DIVISION	Elementary School	\$251.19	0.06%
5129004908	1940 S. CENTRAL AVE.	L A UNIFIED SCHOOL DISTRICT, REAL ESTATE DIVISION	Elementary School	\$746.56	0.18%
		L A UNIFIED SCHOOL DISTRICT TOTAL		\$1,321.10	0.32%
5119016900	NO ADDRESS	METRO-LOS ANGELES (LACMTA)	Vacant/Storage	\$7,671.36	1.83%
5128021901	NO ADDRESS	METRO-LOS ANGELES (LACMTA)	Vacant/Storage	\$2,468.40	0.59%
		METRO-LOS ANGELES TOTAL		\$10,139.76	2.42%
		OTHER GOVERNMENT TOTAL		\$11,460.86	2.74%
		TOTAL ALL GOVERNMENT ASSESSMENTS		\$29,049.24	6.95%

Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.

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This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the proposed Central Avenue Historic BID.

Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”

The individual and total parcel assessments attributable to special property benefits are shown on Appendix 1 to this Report. The proposed District and resultant assessment payments will continue for 5 years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage. There is a single benefit zone.

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Assessment Formula Methodology

Step 1. Select “Basic Benefit Unit(s)”

General Assessment Formula Development

The method used to determine special benefits derived by each identified property within a BID begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the Central Avenue Historic BID, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the BID in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Proposition 218, and now required of all property based assessment Districts, indirect or general benefits costs may not be incorporated into the assessment formula and levied on the District properties; only direct or “special” benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Proposition 218 no longer automatically exempts Government owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefiting properties within the BID.

The method and basis of spreading program costs varies from one BID to another based on local geographic conditions,

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types of programs and activities proposed, and size and development complexity of the District. BIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or “stepped-down” benefits derived.

Central Avenue Historic BID Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed Central Avenue Historic BID (i.e. streetscape services, enhanced safety, parking demand management, branding, and district management) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each identified parcel within the District, except as noted herein, all within a single benefit zone along the Central Avenue Historic business corridor between Washington Boulevard and Vernon Avenue.

The “Basic Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”), and street frontage (Benefit Unit “C”). Based on the shape of the proposed Central Avenue Historic BID, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

For commercial, industrial, and all “special use” land uses (except as noted herein for publicly owned parcels) within the proposed BID, the interactive application of building area, land area and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to these beneficiaries of BID funded services, programs and improvements. Each of these factors directly relates to the proportionate special benefit each assessed parcel will receive from BID funded activities.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on BID funded activities such as “clean and safe”, parking management and branding. In the opinion of this Assessment Engineer, this factor, building area, should fund approximately 30% of “clean and safe” programs and 100% of parking management and branding programs. (See discussion in Finding 5 beginning on page 19 of this Report how this assessment component is applied to assessments for Government owned and occupied parcels).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on BID funded activities such as “clean and safe”, district management and other management/operation costs. In the opinion of this Assessment Engineer, this factor, land area, should fund approximately 35% of “clean and safe” programs and 100% of the district management and other management/operation costs and services. (See discussion in Finding 5 beginning on page 19 of this Report how this assessment component is applied to assessments for Government owned and occupied parcels).

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Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on BID funded activities such as “clean and safe”. In the opinion of this Assessment Engineer, this factor, street frontage, should fund approximately 35% of “clean and safe” programs. (See discussion in Finding 5 beginning on page 19 of this Report how this assessment component is applied to assessments for Government owned and occupied parcels).

Special Assessment Circumstances

“Special Uses”

There are several ownership and land use types within the proposed Central Avenue Historic BID that, in the opinion of this Engineer, will proportionately specially benefit from certain BID funded programs, services and improvements different than commercial and industrial parcels. These “special uses” include residential, non-profit owned/occupied parcels and facilities (including places of worship), and Government owned/occupied parcels and facilities. The reason for this finding is rooted in the fact that commercial/industrial building areas provide the double benefit of directly generating income for the parcel in the form of market driven rents and, in turn, generate income to business owners as a function of retail sales areas, food and other service business space and office space to house revenue generating employees. This double benefit does not hold true for the specified “special uses” and, thus, the total level of special benefit per square foot of building area for these “special use” parcels is different than a similar commercial/industrial building space or in the case of Government owned and occupied parcels, non-existent. In the opinion of this Engineer, the level of benefit for the proposed BID funded programs, services and improvements for “special use” parcels is as follows:

- A. “Special use” parcels will specially benefit fully from all management related programs, services and operation costs and will be assessed fully for these work plan elements.
- B. “Special use” parcels will NOT specially benefit from the branding and parking demand management programs and thus, will not be assessed for these programs, services and improvements, as they are not commercial parcels and are not attempting to attract customers..
- C. “Special use” parcels will proportionately specially benefit, from “clean and safe” related programs, services and improvements.

Accordingly, it is the opinion of this Engineer that building area assessment rates for “special use” parcels shall be as follows:

- 1. “Special use” building areas on parcels with either residential or non-profit owned and occupied uses shall be assessed at 6.3 cents per square foot of building area. These special use parcels will pay for 100% of the special benefits they receive.
- 2. “Special use” building areas on parcels that are Government owned and occupied shall be assessed at 0% of the commercial/industrial building area assessment rate because in the opinion of this Engineer,

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such parcels and facilities do not specially benefit from BID funded activities as a function of building area. (See discussion within Finding 5 beginning on page 19 of this Report for a more detailed explanation of rationale of not assessing building areas on Government owned and occupied parcels.)

All other assessment rates for these "special uses" – i.e. the land area assessment rate and the street frontage assessment rate shall be applied equally to all parcels, regardless of the ownership type or land uses within building areas, except as noted in Finding 5 starting on page 19 of this Report for LAUSD parcels. It is the opinion of this Engineer that parcels with "special uses" will receive proportionate special benefits based on the same property characteristics as other commercial/industrial parcels, except as noted herein.

Residential Condominiums (future, if any)

It is noted that, while there are not currently any residential condominium units within the proposed Central Avenue Historic BID, a rate structure will be established for such developments and land uses, should they be built in the future. It is the opinion of this Engineer that residential condominiums shall be assessed based solely on the unit square footage (Benefit Unit "D") of each unit.

For residential condominiums, the application of condo unit area is a proven method of fairly and equitably spreading special benefit costs to these unique beneficiaries of BID funded services, programs and improvements. It is not practical to assess based on land area and/or street frontage since many units have no direct frontage and upper floor units have no direct land area. This factor, internal building pad area, directly relates to the degree of special benefit each assessed residential condominium parcel will receive from BID funded activities.

Commercial and Mixed-Use Condominiums (future, if any)

While there are no current commercial or mixed-use condominiums within the Central Avenue Historic BID, it is the opinion of this Engineer that such units, if and when built, shall be assessed based on actual land area covered, condo building pad area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums

- Building pad area assessed at respective building area rate
- Land assessed at land area rate but pro-rated for each unit relative to total building area
- Frontage assessed at frontage rate but pro-rated relative to total building area

Multi-Floor Mixed-Use Condominiums

- Commercial condo building pad area assessed at respective commercial building area rate

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- Residential condo units would be assessed at 20 cents per square foot of unit square footage plus any annual approved rate adjustments
- Land assessed at land area rate (assessed on 1st floor commercial condos for land area covered)
- Frontage assessed at frontage rate (assessed on 1st floor commercial condos for actual street frontage)

Future Development (Government Code Section 53750)

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may change for any given parcel if such a change is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new State mandated ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

The property characteristics (or basic benefit units) upon which to base BID assessments and apply the assessment methodology for this District were determined from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property based assessments. All respective property data being used for assessment computations will be provided to each property owner in the BID for their review. All known or reported discrepancies, errors or misinformation will be corrected. The total applicable property characteristics are shown in the following Table:

Estimated Property Quantities (Not assessable quantities)

PROPERTY CHARACTERISTIC	TOTAL QUANTITY
Commercial/Industrial Building Area	692,380 Sq Ft
Special Use Building Area *	530,589 Sq Ft *
Land Area	2,118,027 Sq ft
Street Frontage	27,132 Linear Ft

** It is noted that this building area total does not include buildings located on Government owned parcels. Such data from regular sources is unreliable plus this factor is not assessed as delineated in the assessment methodology detailed in this Report.*

Step 3. Calculate Benefit Units for Each Property.

The actual assessable benefit units upon which the District assessments are based are determined by calculating the "equivalent" assessment units for each assessment formula component. Equivalent benefit units are determined by applying the various benefit factor percentages set by this Assessment Engineer within the proposed assessment methodology. This allows for a simple calculation of the applicable District assessment rates, independent of the actual

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final rates to be used for each formula factor for the array of parcel types and land uses within the District. The equivalent assessable benefit units are shown in the following Table:

Equivalent Assessable Benefit Units

Benefit Unit Formula Component	Total Equivalent Assessable Units
Commercial/Industrial Building Area	692,380 Units A-1
Special Use Building Area	265,295 Units A-2
Land Area	2,097,123 Units B
Street Frontage	26,865 Units C

Step 4. Determine Assessment Formula

In the opinion of this Engineer, the assessment formula for the proposed Central Avenue Historic BID shall be as follows:

$$\begin{aligned} \text{Assessment} = & \text{Building Area (Unit A-1) Sq Ft} \times \text{Unit A-1 Rate, plus} \\ & \text{Building Area (Unit A-2) Sq Ft} \times \text{Unit A-2 Rate, plus} \\ & \text{Land Area (Unit B) Sq Ft} \times \text{Unit B Rate, plus} \\ & \text{Street Frontage (Unit C) Linear Ft} \times \text{Unit C Rate} \end{aligned}$$

It is noted that any future residential condominiums, if and when built, shall be assessed as follows:

$$\text{Assessment} = \text{Condo Unit Area (Unit D) Sq ft} \times \text{Unit D Rate}$$

Computing Assessment Formula Unit Rates

Based on discussion in Step 1, pages 23-24 of this Report, each assessable property characteristic is targeted to generate the following approximate assessment revenue levels:

- A. Building Area = \$120,667 (about 30%* of Clean and Safe related costs + 100% of Parking and Branding)
- B. Land Area = \$199,227 (about 35%* of Clean and Safe related costs + 100% of Management related costs)
- C. Street Frontage = \$99,670 (about 35%* of Clean and Safe related costs)

** The initial targeted formula element revenue percentages allocated to clean and safe related services have been adjusted based on property data refinement during the BID formation process while the assessment rates have remained the same. The adjusted percentages and revenue projections are: 28.76009% or \$120,667 for building area; 47.48429% or \$199,227 for land area; and, 23.775561% or \$99,670 for street frontage.*

Building Area Rates

First, convert building areas for commercial/industrial uses and "special uses" to "equivalent benefit units:

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692,380 Units (A-1) x 1.0 = 692,380 equivalent units (commercial/industrial building areas)

530,589 Units (A-2) x 0.5 = 265,295 equivalent units ("special use" building areas)

Total = 957,675 equivalent building area units

Building Area (Unit A-1) Rate = \$120,667 divided by 957,675 equivalent units = \$0.126/square foot of building

Building Area (Unit A-2) Rate = \$0.126 x 50% = \$0.063/square foot of building

Land Area Rate

\$199,227 divided by 2,097,123 equivalent land area units = \$0.095/square foot of land

Street Frontage Rate

\$99,670 divided by 26,865 equivalent street frontage units = \$3.71/linear foot of street frontage

Future Residential Condominium Rate (Unit D) = \$0.20/sq ft unit area*

* This is the base Year 1 – 2016 established rate for future residential condominiums. Future year assessment rates would be subject to any approved overall annual assessment rate increases, not to exceed 4% per year.

Applying the various benefit factors as set by this Assessment Engineer and discussed herein, the following Table shows the Year 1 – 2016 assessment rates for the various parcel and land use types within the District:

YEAR 1 – 2016 ASSESSMENT RATE CHART FOR CURRENT LAND USES

ASSESSMENT FACTOR	Parcel Type	YR 1 2016
Building Area Rate (\$/Sq Ft)	Commercial/Industrial	\$0.12600
Building Area Rate (\$/Sq Ft)	Non-Government Special Use	\$0.06300
Building Area Rate (\$/Sq Ft)	Government	\$0.00000
Land Area Rate (\$/Sq Ft)	Non-LAUD	\$0.09500
Land Area Rate (\$/Sq Ft)	LAUSD	\$0.02375
Frontage Rate (\$/Linear Foot)	Non-LAUD	\$3.71000
Frontage Rate (\$/Linear Foot)	LAUSD	\$1.48400

SAMPLE ASSESSMENT CALCULATIONS:

Sample A

12,000 square foot commercial building on 15,000 square foot lot with 100 linear feet of street frontage

Commercial Building Assessment = 12,000 square feet x 12.6¢/square foot = \$ 1,512

Land Assessment = 15,000 square feet x 9.5¢/square foot = \$ 1,425

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Street Frontage Assessment = 100 linear feet x \$3.71/linear foot = \$ 371

TOTAL YEAR 1 ASSESSMENT = **\$3,308**
 PER MONTH = \$ 276 per month
 PER DAY = \$ 9 per day
 PER SQUARE FOOT OF BUILDING PER MONTH = 2.3¢/square foot of building per month

Sample B

Same as "Sample A" above but with 6,000 square feet of each - commercial and residential use

Commercial Building Assessment = 6,000 square feet x 12.6¢/square foot = \$ 756
 Residential Building Assessment = 6,000 square feet x 6.3¢/square foot = \$ 378
 Land Assessment = 15,000 square feet x 9.5¢/square foot = \$ 1,425
 Frontage Assessment = 100 linear feet x \$3.71/linear foot = \$ 371

TOTAL YEAR 1 ASSESSMENT = **\$2,930**
 PER MONTH = \$ 244 per month
 PER DAY = \$ 8 per day
 PER SQUARE FOOT OF BUILDING PER MONTH = 2¢ per square foot building per month

Step 5. Estimate Total Special Benefit District Costs

The total projected 5 year special benefit District costs for 2016 – 2020 of the BID are shown below in the following Table assuming a maximum 4% increase per year:

5 Year Projected District Special Benefit Costs (assumes 4% annual increase)

Program/Service	YR 1 2016	YR 2 2017	YR 3 2018	YR 4 2019	YR 5 2020
Streetscape Services	\$139,325	\$132,158	\$137,444	\$142,942	\$148,659
Enhanced Safety	\$151,050	\$165,911	\$172,547	\$179,449	\$186,628
Parking Demand Management	\$10,500	\$520	\$541	\$562	\$585
Branding	\$33,000	\$45,557	\$47,379	\$49,274	\$51,245
District Management	\$85,689	\$92,202	\$95,890	\$99,726	\$103,714
TOTAL	\$419,564	\$436,348	\$453,801	\$471,953	\$490,831

Step 6. Separate General Benefits from Special Benefits and Related Costs

Total Year 1 –2016 program costs (special benefit costs and general benefit costs) are estimated at \$423,802. General benefits are factored at 1% of total (see Finding 2 on page 10 of this report) with special benefits set at 99%. Article 13 (D) Section 4A of the California Constitution limits the levy of property assessments to costs attributed to special benefits

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only. The 1% general benefit cost is computed to be \$4,238 with a resultant 99% special benefit limit computed at \$423,802. This is the maximum amount of revenue that can be derived from property assessments from the subject BID based on current property characteristics.

The total Year 1 –2016 program costs delineating special benefit costs and general benefit costs are shown in the following Table:

Program/Service	YR 1 - 2016 Budget	YR 1 - 2016 Non- Assessment Cost	YR 1 - 2016 Total Cost
Streetscape Services	\$139,325	\$1,407	\$140,732
Enhanced Safety	\$151,050	\$1,526	\$152,576
Parking Demand Management	\$10,500	\$106	\$10,606
Branding	\$33,000	\$333	\$33,333
District Management	\$85,689	\$866	\$86,555
TOTAL	\$419,564	\$4,238	\$423,802

The general benefit costs as well as the corresponding special benefit costs and the resulting total costs for each work plan element for each year of the BID 5 year term are shown on the Table of pages 12-13 of this Report.

All program costs associated with general benefits will be derived from sources other than BID assessments. Sample “other” revenue sources are shown in the following Table.

Special and General Benefit Revenue Sources

Revenue Source	Revenue
BID Assessments	\$419,564
Other estimated grants, sponsors, program income, etc	\$4,238
TOTAL	\$423,802

Step 7. Calculate “Basic Unit Cost”

With a YR 1 - 2016 assessment revenue portion of the budget set at \$419,564 (special benefit only), the Basic Unit Costs are shown above in Step 4. Since the BID is being proposed for a 5 year term, maximum assessments for future years (2017-2020) must be set at the inception of the proposed BID. An annual inflationary assessment rate increase of up to 4% may be imposed for future year assessments, on approval by the BID Property Owner’s Association. The maximum assessment rates for the 5 year proposed BID term of 2016-2020 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the proposed BID term (2016-2020).

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YR 1-5 (2016 & 2020) Maximum Assessment Rates (assumes 4% maximum annual increase)

ASSESSMENT FACTOR	Parcel Type	YR 1 2016	YR 2 2017	YR 3 2018	YR 4 2019	YR 5 2020
Building Area Rate (\$/Sq Ft)	Commercial/Industrial	\$0.12600	\$0.13104	\$0.13628	\$0.14173	\$0.14740
Building Area Rate (\$/Sq Ft)	Non-Government Special Use	\$0.06300	\$0.06552	\$0.06814	\$0.07087	\$0.07370
Building Area Rate (\$/Sq Ft)	Government	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Land Area Rate (\$/Sq Ft)	Non-LAUD	\$0.09500	\$0.09880	\$0.10275	\$0.10686	\$0.11114
Land Area Rate (\$/Sq Ft)	LAUSD	\$0.02375	\$0.02470	\$0.02569	\$0.02672	\$0.02778
Frontage Rate (\$/Linear Foot)	Non-LAUD	\$3.71000	\$3.85840	\$4.01274	\$4.17325	\$4.34018
Frontage Rate (\$/Linear Foot)	LAUSD	\$1.48400	\$1.54336	\$1.60509	\$1.66930	\$1.73607

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the BID are shown in the Management District Plan and were determined by applying the District assessment formula to each identified benefiting property.

Miscellaneous District Provisions

Time and manner of collecting assessments:

The District assessments shall appear as a separate line item on the property tax bills issued by the Los Angeles County Assessor. If necessary, a manual billing may be prepared by the City of Los Angeles in lieu of the assessment's inclusion on the Assessor's property tax bills. Any delinquent assessments owed for a year for which the City billed will be added to the County property tax roll for the following year.

Bonds:

No bonds are to be issued in conjunction with this proposed BID.

Duration:

In accordance with State law, the District will have a five-year operational term from January 1, 2016 to December 31, 2020. The BID operation is expected to begin services on January 1, 2016. If the District is not renewed, services will end on December 31, 2020.

APPENDIX 1

YR 1 – 2015/2016 ASSESSMENT ROLL

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APN	Parcel Address	YR 1 - 2016-17 Assessment	% of Total
5131008013	1232 E. WASHINGTON BLVD.	\$3,691.49	0.88%
5114023005	1133 E. 32ND St.	\$24,065.94	5.74%
5115022006	4151 S. CENTRAL AVE.	\$1,941.40	0.46%
5115014031	4349 S. CENTRAL AVE.	\$4,868.57	1.16%
5115014030	4365 S. CENTRAL AVE.	\$2,304.29	0.55%
5119014009	2812 S. CENTRAL AVE.	\$484.92	0.12%
5119014024	2814 S. CENTRAL AVE.	\$1,903.76	0.45%
5119014032	2828 S. CENTRAL AVE.	\$2,469.22	0.59%
5128021001	2901 S. CENTRAL AVE.	\$2,560.46	0.61%
5114025037	3200 S. CENTRAL AVE.	\$1,914.66	0.46%
5114025038	3216 S. CENTRAL AVE.	\$346.96	0.08%
5114025015	3220 S. CENTRAL AVE.	\$690.08	0.16%
5131026028	1011 E. ADAMS BLVD.	\$13,748.49	3.28%
5131014018	2107 S. CENTRAL AVE.	\$1,017.83	0.24%
5119005008	2224 S. CENTRAL AVE.	\$814.58	0.19%
5119005009	2228 S. CENTRAL AVE.	\$1,475.38	0.35%
5119003001	2100 S. CENTRAL AVE.	\$1,648.71	0.39%
5114019013	3217 S. CENTRAL AVE.	\$1,544.81	0.37%
5115027006	1112 E. 42ND ST.	\$1,880.83	0.45%
5114034013	4058 S. CENTRAL AVE.	\$823.74	0.20%
5115027003	4212 S. CENTRAL AVE.	\$1,055.83	0.25%
5115027035	4208 S. CENTRAL AVE.	\$1,214.19	0.29%
5115030001	4250 S. CENTRAL AVE.	\$2,202.57	0.52%
5119011008	2614 S. CENTRAL AVE.	\$876.70	0.21%
5119014021	2806 S. CENTRAL AVE.	\$484.92	0.12%
5119016002	2900 S. CENTRAL AVE.	\$6,923.20	1.65%
5131026027	1026 E. 25TH ST.	\$2,915.80	0.69%
5131020027	2301 S. CENTRAL AVE.	\$939.99	0.22%
5128023037	1034 E. 27TH ST.	\$3,778.32	0.90%
5114034015	4066 S. CENTRAL AVE.	\$1,234.94	0.29%
5128023034	2717 S. CENTRAL AVE.	\$472.54	0.11%
5119009009	2526 S. CENTRAL AVE.	\$919.85	0.22%
5114019015	3201 S. CENTRAL AVE.	\$1,746.53	0.42%
5114019014	3207 S. CENTRAL AVE.	\$2,790.09	0.66%
5119001028	1315 E 21ST ST.	\$20,004.53	4.77%
5114026017	3324 S. CENTRAL AVE.	\$946.87	0.23%
5114030037	3506 S. CENTRAL AVE.	\$7,747.54	1.85%
5115027900	4226 S. CENTRAL AVE.	\$1,535.08	0.37%
5115015900	4301 S. CENTRAL AVE.	\$1,924.58	0.46%
5115015902	4307 S. CENTRAL AVE.	\$944.76	0.23%
5115015901	4315 S. CENTRAL AVE.	\$1,245.32	0.30%
5115015903	4323 S. CENTRAL AVE.	\$1,578.72	0.38%
5114015901	3401 S. CENTRAL AVE.	\$2,106.40	0.50%
5114015902	NO ADDRESS	\$113.10	0.03%
5114029908	3400 S. CENTRAL AVE.	\$2,207.69	0.53%

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5114029900	3406 S. CENTRAL AVE.	\$566.40	0.13%
5114029907	3412 S. CENTRAL AVE.	\$604.40	0.14%
5114029909	3420 S. CENTRAL AVE.	\$4,761.93	1.14%
5131021001	2413 S. CENTRAL AVE.	\$1,901.48	0.45%
5114018029	3309 S. CENTRAL AVE.	\$1,120.14	0.27%
5115023005	4103 S. CENTRAL AVE.	\$1,591.37	0.38%
5115019034	4201 S. CENTRAL AVE.	\$5,809.80	1.38%
5115019033	4225 S. CENTRAL AVE.	\$5,086.50	1.21%
5115018033	4251 S. CENTRAL AVE.	\$2,927.29	0.70%
5115018034	4257 S. CENTRAL AVE.	\$389.25	0.09%
5115018035	4259 S. CENTRAL AVE.	\$389.25	0.09%
5115018036	4261 S. CENTRAL AVE.	\$1,320.39	0.31%
5131014021	2133 S. CENTRAL AVE.	\$3,444.09	0.82%
5128022044	1049 E. 29TH ST.	\$846.31	0.20%
5128022045	2829 S. CENTRAL AVE.	\$1,060.83	0.25%
5119003002	2104 S. CENTRAL AVE.	\$699.40	0.17%
5119003003	2108 S. CENTRAL AVE.	\$699.40	0.17%
5119003004	2112 S. CENTRAL AVE.	\$699.40	0.17%
5115033038	4312 S. CENTRAL AVE.	\$5,979.73	1.43%
5115033039	4322 S. CENTRAL AVE.	\$8,338.03	1.99%
5128021002	2911 S. CENTRAL AVE.	\$1,698.99	0.40%
5131014039	2101 S. CENTRAL AVE.	\$2,193.77	0.52%
5115022002	4165 S. CENTRAL AVE.	\$1,301.38	0.31%
5115027036	4204 S. CENTRAL AVE.	\$680.40	0.16%
5119005003	2212 S. CENTRAL AVE.	\$874.04	0.21%
5115018031	4269 S. CENTRAL AVE.	\$709.69	0.17%
5129003037	1900 S. CENTRAL AVE.	\$8,073.22	1.93%
5114010007	1053 E. 40TH PL.	\$1,471.42	0.35%
5119003024	2120 S. CENTRAL AVE.	\$815.07	0.19%
5114010008	4021 S. CENTRAL AVE.	\$1,784.46	0.43%
5115023004	4109 S. CENTRAL AVE.	\$1,227.54	0.29%
5115034001	4374 S. CENTRAL AVE.	\$1,050.62	0.25%
5115022001	4171 S. CENTRAL AVE.	\$2,429.02	0.58%
5114019012	3223 S. CENTRAL AVE.	\$950.24	0.23%
5114014006	3501 S. CENTRAL AVE.	\$1,875.10	0.45%
5114014004	3509 S. CENTRAL AVE.	\$907.50	0.22%
5115026008	4160 S. CENTRAL AVE.	\$976.12	0.23%
5128023035	2719 S. CENTRAL AVE.	\$2,505.85	0.60%
5119014022	2800 S. CENTRAL AVE.	\$1,650.71	0.39%
5108028028	4401 S. CENTRAL AVE.	\$2,452.49	0.58%
5131014019	2111 S. CENTRAL AVE.	\$1,305.92	0.31%
5115025001	1118 E. 41ST ST.	\$1,530.08	0.36%
5114025018	3232 S. CENTRAL AVE.	\$930.74	0.22%
5119005005	2220 S. CENTRAL AVE.	\$1,531.00	0.36%
5119003023	2116 S. CENTRAL AVE.	\$885.88	0.21%
5119005004	2216 S. CENTRAL AVE.	\$1,425.16	0.34%
5115026030	4150 S. CENTRAL AVE.	\$2,119.02	0.51%
5114014003	3517 S. CENTRAL AVE.	\$1,700.67	0.41%
5131020001	2315 S. CENTRAL AVE.	\$3,341.69	0.80%

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5119003008	2124 S. CENTRAL AVE.	\$1,016.69	0.24%
5119003009	2130 S. CENTRAL AVE.	\$1,434.34	0.34%
5115014001	4373 S. CENTRAL AVE.	\$1,844.46	0.44%
5119013016	2706 S. CENTRAL AVE.	\$861.91	0.21%
5128022001	1042 E 28TH ST.	\$1,851.98	0.44%
5131009051	2025 S. CENTRAL AVE.	\$7,568.90	1.81%
5114010001	1055 E. 41ST ST.	\$2,000.62	0.48%
5129004906	1926 S. CENTRAL AVE.	\$323.35	0.08%
5129004907	1932 S. CENTRAL AVE.	\$251.19	0.06%
5129004908	1940 S. CENTRAL AVE.	\$746.56	0.18%
5114030002	1113 E. MARTIN LUTHER KING JR. BLVD.	\$403.37	0.10%
5131015020	2219 S. CENTRAL AVE.	\$867.37	0.21%
5131015021	2225 S. CENTRAL AVE.	\$1,074.05	0.26%
5119011015	2604 S. CENTRAL AVE.	\$2,889.34	0.69%
5128024034	2603 S. CENTRAL AVE.	\$2,844.63	0.68%
5131009025	2027 S. CENTRAL AVE.	\$411.61	0.10%
5131009026	2031 S. CENTRAL AVE.	\$731.55	0.17%
5114033033	4016 S. CENTRAL AVE.	\$7,640.11	1.82%
5114010017	4011 S. CENTRAL AVE.	\$3,458.95	0.82%
5131020029	2309 S. CENTRAL AVE.	\$882.72	0.21%
5131020028	NO ADDRESS	\$533.64	0.13%
5119016900	NO ADDRESS	\$7,671.36	1.83%
5128021901	NO ADDRESS	\$2,468.40	0.59%
5115034029	4364 S. CENTRAL AVE.	\$1,525.80	0.36%
5115030002	4260 S. CENTRAL AVE.	\$562.10	0.13%
5115030003	4262 S. CENTRAL AVE.	\$722.70	0.17%
5115030004	4268 S. CENTRAL AVE.	\$722.70	0.17%
5115030005	4272 S. CENTRAL AVE.	\$1,927.05	0.46%
5119005001	2200 S. CENTRAL AVE.	\$2,740.88	0.65%
5119007001	2300 S. CENTRAL AVE.	\$2,956.01	0.70%
5119007026	2312 S. CENTRAL AVE.	\$1,136.53	0.27%
5119007027	2320 S. CENTRAL AVE.	\$679.93	0.16%
5119007028	2322 S. CENTRAL AVE.	\$680.40	0.16%
5119007012	2324 S. CENTRAL AVE.	\$888.56	0.21%
5119007011	2332 S. CENTRAL AVE.	\$1,322.28	0.32%
5119009008	2522 S. CENTRAL AVE.	\$1,060.60	0.25%
5115027034	4216 S. CENTRAL AVE.	\$954.20	0.23%
5131015019	2201 S. CENTRAL AVE.	\$2,356.38	0.56%
5114034014	4062 S. CENTRAL AVE.	\$718.40	0.17%
5115022003	4159 S. CENTRAL AVE.	\$1,523.89	0.36%
5115025005	4120 S. CENTRAL AVE.	\$3,166.52	0.75%
5114026018	3328 S. CENTRAL AVE.	\$1,260.47	0.30%
5114018014	3313 S. CENTRAL AVE.	\$1,484.40	0.35%
5119013017	2712 S. CENTRAL AVE.	\$1,091.69	0.26%
5119013018	2714 S. CENTRAL AVE.	\$789.01	0.19%
5119013019	2718 S. CENTRAL AVE.	\$1,154.91	0.28%
5128022002	2811 S. CENTRAL AVE.	\$807.65	0.19%
5114019011	3227 S. CENTRAL AVE.	\$2,422.60	0.58%
5119013015	1106 E. 27TH ST.	\$1,823.30	0.43%

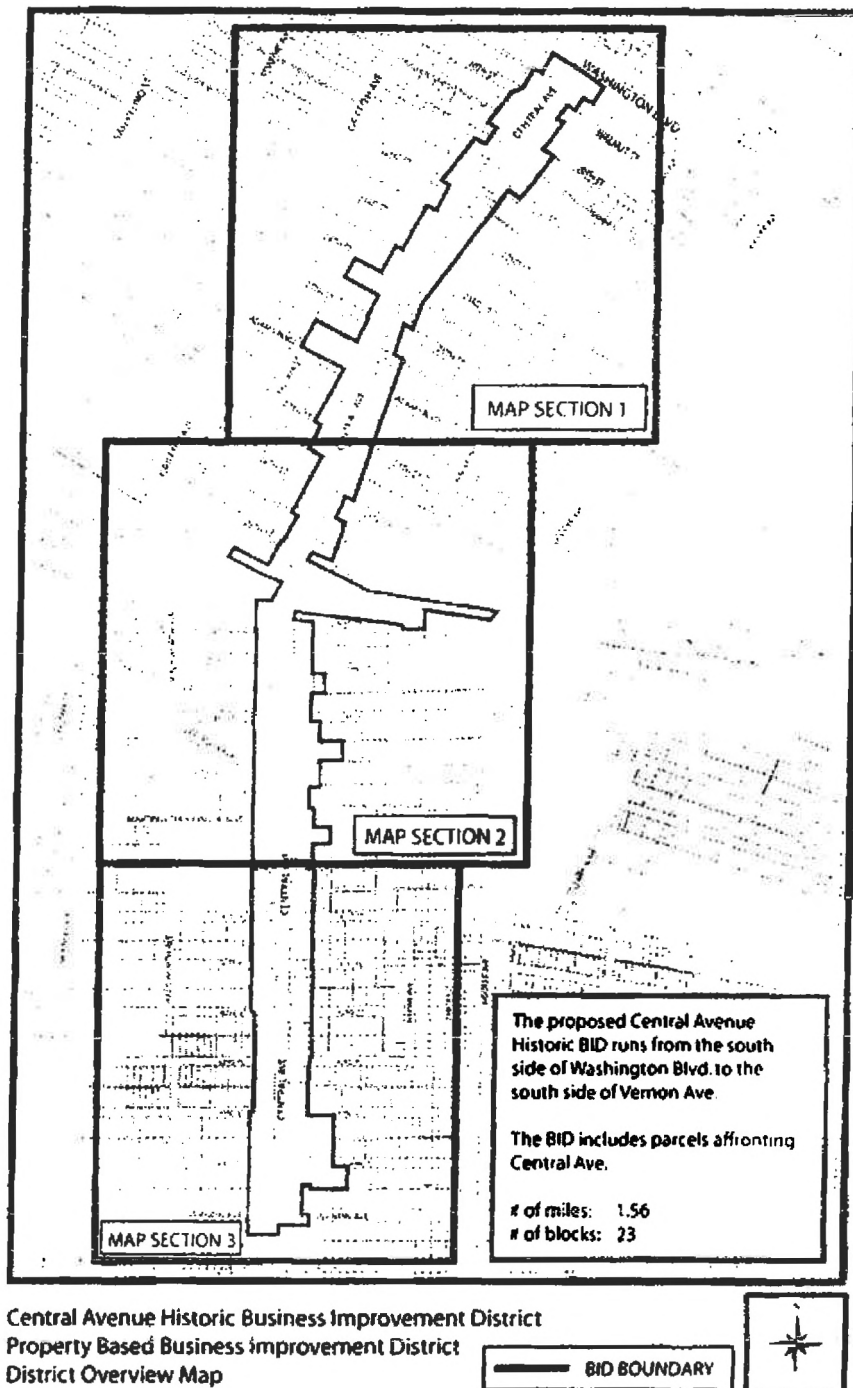
CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER'S REPORT

5119009013	2500 S. CENTRAL AVE.	\$1,600.47	0.38%
5119009004	2508 S. CENTRAL AVE.	\$2,771.80	0.66%
5119009006	2516 S. CENTRAL AVE.	\$1,791.60	0.43%
5114025017	3228 S. CENTRAL AVE.	\$1,045.65	0.25%
5131008014	1917 S. CENTRAL AVE.	\$1,231.80	0.29%
5119014008	2808 S. CENTRAL AVE.	\$665.72	0.16%
5114034012	1120 E. 40TH PL.	\$2,800.33	0.67%
5115022005	4155 S. CENTRAL AVE.	\$446.53	0.11%
5115022004	4157 S. CENTRAL AVE.	\$858.43	0.20%
51150218005	4267 S. CENTRAL AVE.	\$578.25	0.14%
5114025039	1101 E. 33RD ST.	\$897.92	0.21%
5114026041	3310 S. CENTRAL AVE.	\$9,893.61	2.36%
5128024037	2617 S. CENTRAL AVE.	\$5,046.82	1.20%
5119011019	2624 S. CENTRAL AVE.	\$3,166.26	0.75%
5131015022	2227 S. CENTRAL AVE.	\$1,585.55	0.38%
5115026031	4156 S. CENTRAL AVE.	\$1,242.61	0.30%
5114018031	3319 S. CENTRAL AVE.	\$850.50	0.20%
5114018030	3323 S. CENTRAL AVE.	\$4,165.35	0.99%
5131021028	2411 S. CENTRAL AVE.	\$4,400.98	1.05%
5114022001	3001 S. CENTRAL AVE.	\$1,172.07	0.28%
5114030001	1113 E. MARTIN LUTHER KING JR. BLVD.	\$440.46	0.10%
5114025016	3224 S. CENTRAL AVE.	\$803.48	0.19%
5114010003	4063 1/2 S. CENTRAL AVE.	\$1,171.09	0.28%
5119011009	2620 S. CENTRAL AVE.	\$944.62	0.23%
5128022033	2817 S. CENTRAL AVE.	\$779.64	0.19%
5115023028	4111 S. CENTRAL AVE.	\$1,296.50	0.31%
5115023001	4123 S. CENTRAL AVE.	\$1,640.76	0.39%
5114018016	3301 S. CENTRAL AVE.	\$2,503.30	0.60%
5115018007	4273 S. CENTRAL AVE.	\$1,768.31	0.42%
5119009010	2534 S. CENTRAL AVE.	\$1,258.10	0.30%
5107001001	4400 S. CENTRAL AVE.	\$1,315.16	0.31%
5114010016	4057 S. CENTRAL AVE.	\$3,313.10	0.79%
5114015044	3411 S. CENTRAL AVE.	\$5,534.42	1.32%
5114010018	4069 S. CENTRAL AVE.	\$1,463.29	0.35%
5115023002	4117 S. CENTRAL AVE.	\$1,625.70	0.39%
5119005002	2208 S. CENTRAL AVE.	\$999.03	0.24%
5115034028	1106 E. 43RD PL.	\$8,065.79	1.92%
5131008015	1923 S. CENTRAL AVE.	\$1,974.78	0.47%
5115025039	4114 S. CENTRAL AVE.	\$2,835.50	0.68%
5114034016	4072 S. CENTRAL AVE.	\$2,773.20	0.66%
5131014020	2119 S. CENTRAL AVE.	\$901.71	0.21%
5114014001	3529 S. CENTRAL AVE.	\$1,082.75	0.26%
5119009012	2520 S. CENTRAL AVE.	\$914.74	0.22%
5115026032	4168 S. CENTRAL AVE.	\$2,506.95	0.60%
5119013020	2726 S. CENTRAL AVE.	\$2,443.99	0.58%
TOTAL		\$419,564.04	100.00%

APPENDIX 2

CENTRAL AVENUE HISTORIC
BID
BOUNDARY MAP

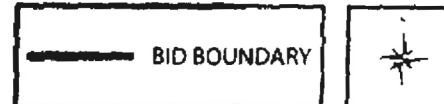
CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER'S REPORT



CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER'S REPORT



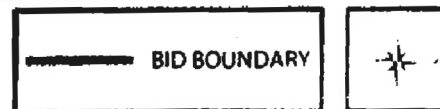
Central Avenue Historic Business Improvement District
Property Based Business Improvement District
Map Section 1 of 3



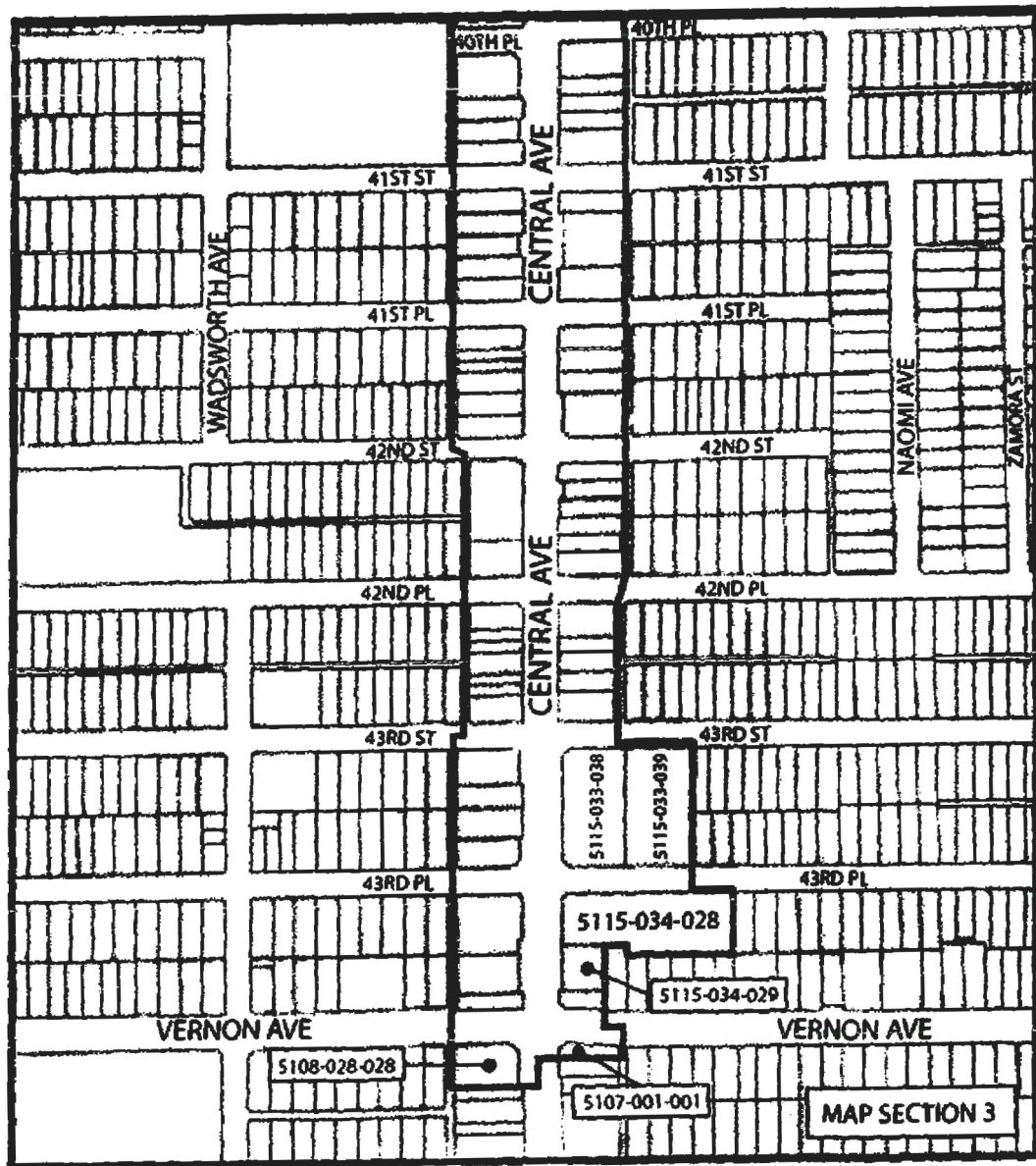
CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT – ENGINEER'S REPORT



Central Avenue Historic Business Improvement District
Property Based Business Improvement District
Map Section 2 of 3



CENTRAL AVENUE HISTORIC BUSINESS IMPROVEMENT DISTRICT - ENGINEER'S REPORT



Central Avenue Historic Business Improvement District
Property Based Business Improvement District
Map Section 3 of 3

